



ALLAHABAD UP GRAMIN BANK
(HEAD OFFICE: BANDA)

NOTICE INVITING TENDER (NIT)

SEALED QUOTATIONS FOR SUPPLY, INSTALLATION AND MAINTENANCE OF TWO
(2) SERVERS AT DC-LUCKNOW & THREE (3) SERVERS AT DR-BANGALORE &
MICROSOFT VISUAL STUDIO 2013 PROFESSIONAL (3 Users)

Ref. No. PO/IT/2015-16/Server/NIT-1 Date: 26/08/2015

Allahabad UP Gramin Bank intends to procure five (5) Servers along with specific Operating System etc. for supply, installation and maintenance at Lucknow (Two Servers) and Bangalore (Three Servers) & Microsoft Visual Studio 2013 Professional (for 3 Users). In this connection Sealed Tender is invited from the OEM or Authorized partner/dealer/supplier of Servers, OS etc. as per the specifications/Requirement and terms & conditions mentioned below.

Schedule of Requirement of Servers w.r.t. OS & Location/ License:

Sl. No:	Item	Qty.	Location
1.	Servers (Category 1) with Microsoft Window 2012 Server R2-64 Bit Standard Edition with downgradable option to Microsoft Window 2008 server	02	01(DC-Lucknow) 01(DR-Bangalore)
2.	Server (Category 2) with Microsoft Window 2012 Server R2-64 Bit Standard Edition with downgradable option to Microsoft Window 2008 server	01	01(DR-Bangalore)
3.	Servers (Category 3) with Red Hat Linux 6.3	02	01(DC-Lucknow) 01(DR-Bangalore)
4.	License for Microsoft Visual Studio 2013 Professional with downgradable option to Microsoft Visual Studio 2010 Professional	03 Users	License in the name who will place P.O.

Eligible Bidder: The bidder should be OEM or authorized partner/dealer/supplier of Servers. Further bidder must have its service support center at Lucknow & Bangalore.

Cost of Tender: Rs 1000/- (Rs. One Thousand Only) (Non-Refundable) by way of DD favoring "ALLAHABAD UP GRAMIN BANK" payable at Banda.

Tender Document: This document can be downloaded from Bank's website <http://www.allahabadgraminbank.in>. In that event, the bidders should pay the cost of the tender document by means of DD drawn on any scheduled Bank in favor of Allahabad UP Gramin Bank, payable at Banda and enclose the same to Technical Bid of this tender.

Bid Security: Non-Interest EMD for Rs 75,000/- (Rs. Seventy Five Thousand Only) (Refundable) by way of DD favoring "ALLAHABAD UP GRAMIN BANK" payable at Banda/ Bank Guarantee in lieu of EMD as per **Annexure-IV**. If the EMD is in the form of Bank Guarantee, the same



should be valid for minimum period of 6 months from the last date of submission of offer.

Note: 1) Failure to produce Cost of Tender and EMD while submission of the proposal shall render the applicant ineligible for further process.

2) The Bidder should submit separate DDs one each for Cost of Tender and EMD, if DDs are submitted.

3) The EMD of bidders will be returned upon the selected bidder accepting the order and furnishing the performance guarantee.

4) The EMD may be forfeited/ Bank Guarantee may be invoked:

4.1. If the bidder withdraws or amends the bid during the period of bid validity specified in this document.

4.2. If the selected bidder fails to accept the purchase order within 15 days or fails to sign the contract or fails to furnish performance guarantee as per **Annexure-V** in accordance with the terms of the NIT.

Validity of Bids: The Offer should be valid for at least 90 days from the date of opening of the Technical bids.

Warranty & AMC: Three years (3) onsite warranty from the date of Successful Installation and Two (2) years onsite AMC.

Delivery: Within Three (3) weeks of placement of P.O.

Delivery Locations:

Data Centre (DC)	Disaster Recovery Site (DR)
Allahabad UP Gramin Bank Data Center Titanium Block-C Shalimar Corporate Park Plot No-TC/G-1/1 Vibhuti Khand, Gomti Nagar Lucknow-226010 (UP)	HP India Pvt. Ltd., Reliance Communication Ltd., Internet Data Centre,3, #6,Sadarmangla Industrial Estate, Whitefield Main Road, Bangalore-560048 (Karnataka)

Payment Terms: *Payment of hardware items:-*

Payment on delivery & installation of Hardware:

Site-wise payment of 90% of the cost of equipment shall be made on receipt of specified hardware, successful installation and commissioning at site and submission of documents (delivery challan, installation report, warranty certificate etc.)

Final Payment:

Site-wise payment of balance 10% of the cost of equipment shall be made after three months of successful installation and commissioning at site **and** on submission of performance security of 10% of order value valid up-to Five (5) years + 30 days (Covering the Warranty & AMC + claim period).



Payment of Software Licenses:-

Site-wise payment of 100% of the cost of software shall be made on supply & installation and on receipt of the specified Licenses. The Licenses must be in the name of Purchaser who has placed the Purchase Order.

Taxes:

Only Sales Tax/ VAT, Service Tax and Octroi/ Entry Tax/ Equivalent local authority cess will be paid/ reimbursed on actual basis on production of Bills. The Bank will not pay any other taxes, costs or charges.

Liquidated Damages: If the vendor fails to deliver any or all of the Goods or perform the Services within the time period(s) specified as above the Bank shall deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services until actual delivery or performance, per week or part thereof; and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract.

The Technical Bid and Commercial Bid should be sealed separately and properly super-scribing 'Quotation for Supply of Five (5) Servers/ Three (3) User License at Allahabad UP Gramin Bank - Technical Bid' and 'Quotation for Supply of Five (5) Servers/ Three (3) User License at Allahabad UP Gramin Bank - Commercial Bid' respectively. Both envelopes (Technical & Commercial) must be kept in single envelop super-scribing 'Quotation for supply of Five (5) Servers/ Three (3) User License at Allahabad UP Gramin Bank - **Don't open before 25.09.2015, 3.00 PM**'.

The Sealed Technical Bid must contain following:

1. Technical Specification (as per **Annexure-I**) of Servers, Software and accessories (if any) offered.
2. Detailed address of Service support Center at Lucknow & Bangalore (**Annexure-II**).
3. Cost of Tender of Rs 1000/- by DD in favor of "ALLAHABAD UP GRAMIN BANK", payable at **Banda**.
4. Bid Security of Rs 75000/- by DD in favor of "ALLAHABAD UP GRAMIN BANK", payable at **Banda**/ BG in lieu of EMD.
5. Product Brochures, leaflets etc.
6. Signed and stamped NIT.
7. Copy of valid Certificate of OEM/authorized partnership/dealership/authorized supplier of offered Server.

The Technical Bid should not contain any price information.

The Commercial Bid should contain the Price Information / Detailed Bill of Material (BOM) of offered Hardware and Software and must be submitted in the format as per **Annexure-III**.

No Changes are allowed/ permitted after the submission of the documents. Each offer must specify only a single solution which is cost effective and meets the tender specification and should not include any alternatives.

The Language of Bid should be in English.

The Sealed Envelope containing both Technical and Commercial Bid super scribing 'Quotation for supply of Five (5) Servers/ Three (3) User License at Allahabad UP Gramin Bank - **Don't**



open before 25.09.2015, 3.00 PM' must reach at the following address within **25.09.2015, 12.00 Hrs.** at following Address:

**Allahabad UP Gramin Bank
Data Center
Titanium Block-C
Shalimar Corporate Park
Plot No-TC/G-1/1
Vibhuti Khand, Gomti Nagar
Lucknow-226010
(UP)**

Note: The Bank is not responsible for premature opening of any bids received by Posts.

Pre-Bid Queries/ Meeting

All communications regarding points requiring clarifications and any doubts shall be given in writing to The Chief Manager, DC, Lucknow or through mail to gm.crpt.augb@gmail.com by the intending bidders before 03:00 PM on 15.09.2015.

A pre-tender meeting of the intending bidders will be held at 03:00 PM on 15.09.2015 at ALLAHABAD UP GRAMIN BANK, Data Center, Lucknow - 226010 to clarify any point/doubt raised by them in respect of this NIT. No separate communication will be sent for this meeting.

Authorized representatives of interested bidders shall be present during the scheduled time.

The Bank shall clarify the queries during the pre-bid meeting and the replies along with the queries shall be uploaded in the Bank's website as an addendum and no individual correspondence shall be made. No individual consultation shall be entertained. Bank has discretion to consider any other queries raised by the Bidder's representative during the pre-bid meeting.

Date of Opening of Tender

The Technical Bids received within stipulated period will be opened on **25.09.2015 at 3.00 PM**. The vendors may choose to remain present at the time of Tender opening.

The date of opening of Commercial bids of technically eligible bidders will be informed separately.

Please note that quotation incomplete in any respect will be liable for rejection. Allahabad UP Gramin Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever.

The Bank reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

**THE CHIEF MANAGER
ALLAHABAD UP GRAMIN BANK
DATA CENTER
LUCKNOW**



Annexure-I

Technical Specification of Server (Category 1)
No. of Quantities required - Two (02)

Sl. No.	Parameter	Specification	Compliance (Yes/No)	Specifications offered by the Bidder
I.	Hardware			
1.	CPU	2 x Intel® Xeon® Processor E5-2609 v3 Speed-1.9 GHz, Cores=6, Cache-15MB L3, 85W Or Equivalent (in terms of cores) having SPECint_rate_base2006 Score of 300 or higher.		
2.	Chipset	Intel C200 series Chipset or latest server class Intel chipset compatible with above processor.		
3.	Memory	24 GB DDR4 expandable up to 64GB. Server should have minimum of 16 DIMM slots.		
4.	Display Controller	Integrated 16 MB or higher Video RAM.		
5.	Hard Disk	4SFF (2.5inch) Hot Plug SAS/SATA. 4x300 GB SAS/SATA HDD (10K RPM or higher) with hot pluggable. HDDs with Capacity for 8 hot pluggable drives.		
6.	Hard Disk Controller	Integrated RAID Disk Controller. Should support minimum 1 & 5.		
7.	Form Factor	2U Rack Mountable.		
8.	DVD Drive	Internal DVD RW Drive with full backward compatibility support for CD- R/RW.		
9.	Power Supply	2 x 800W/900W Gold Ht. Plg. Pwr.		
10.	Ports	1 Serial, 4 USB ports (other than the requirement of connecting key board and mouse) and 1 VGA Port.		
11.	Ethernet card	2-port i350 Intel Integrated Gigabit Ethernet controller supporting (10/100/1000 Base T) with Ethernet RJ-45.		
12.	PCI Slots	Total 4 nos. or higher including PCI and PCI-E/MLOM16.		
13.	Internal Backup Devices	Cartridge based SSD/ HDD with 512 GB or higher media capacity		
14.	Warranty	3 Yrs. 24x7 4Hr Onsite		
15.	Server Management Software	Appropriate Server Management software to monitor and manage the various subsystems like CPU, Memory, I/O, disk and environmental factors.		
II.	Operating System Software			
	Certifications	Windows 2012 Server R2 - 64 Bit Standard Edition with downgradable option to Microsoft Window 2008 server, RHEL 5.x, ACPI 2.0 Compliant, ISO 9001:2000 and ISO 14000 Certificates, VMware (Microsoft Authentication of OEM).		



Technical Specification of Server (Category 2)
No. of Quantities required - One (01)

Sl. No.	Parameter	Specification	Compliance (Yes/No)	Specifications offered by the Bidder
I.	Hardware			
1.	CPU	1 x Intel® Xeon® Processor E5-2609 v3 Speed-1.9 GHz, Cores=6, Cache-15MB L3, 85W Or Equivalent (in terms of cores) having SPECint_rate_base2006 Score of 300 or higher.		
2.	Chipset	Intel C200 series Chipset or latest server class Intel chipset compatible with above processor.		
3.	Memory	8 GB DDR4 expandable up to 32GB.		
4.	Display Controller	Integrated 16 MB or higher Video RAM.		
5.	Hard Disk	2SFF (2.5inch) Hot Plug SAS/SATA. 2x300 GB SAS/SATA HDD (10K RPM or higher) with hot pluggable. HDDs with Capacity for 4 hot pluggable drives.		
6.	Hard Disk Controller	Integrated RAID Disk Controller. Should support minimum 1 & 5.		
7.	Form Factor	2U Rack Mountable.		
8.	DVD Drive	Internal DVD RW Drive with full backward compatibility support for CD- R/RW.		
9.	Power Supply	2 x 800W/900W Gold Ht. Plg. Pwr.		
10.	Ports	1 Serial, 4 USB ports (other than the requirement of connecting key board and mouse) and 1 VGA Port.		
11.	Ethernet card	2-port i350 Intel Integrated Gigabit Ethernet controller supporting (10/100/1000 Base T) with Ethernet RJ-45.		
12.	PCI Slots	Total 4 nos. or higher including PCI and PCI-E/MLOM16.		
13.	Warranty	3 Yrs. 24x7 4Hr Onsite		
14.	Server Management Software	Appropriate Server Management software to monitor and manage the various subsystems like CPU, Memory, I/O, disk and environmental factors.		
II.	Operating System Software			
	Certifications	Windows 2012 Server R2 - 64 Bit Standard Edition with downgradable option to Microsoft Window 2008 server, RHEL 5.x, ACPI 2.0 Compliant, ISO 9001:2000 and ISO 14000 Certificates, VMware (Microsoft Authentication of OEM).		



Technical Specification of Server (Category 3)
No. of Quantities required – One (02)

Sl. No.	Parameter	Specification	Compliance (Yes/No)	Specifications offered by the Bidder
I.	Hardware			
1.	CPU	2 x Intel® Xeon® Processor E5-2609 v3 Speed-1.9 GHz, Cores=6, Cache-15MB L3, 85W Or Equivalent (in terms of cores) having SPECint_rate_base2006 Score of 300 or higher.		
2.	Chipset	Intel C200 series Chipset or latest server class Intel chipset compatible with above processor.		
3.	Memory	24 GB DDR4 expandable up to 64GB. Server should have minimum of 16 DIMM slots.		
4.	Display Controller	Integrated 16 MB or higher Video RAM.		
5.	Hard Disk	4SFF (2.5inch) Hot Plug SAS/SATA. 4x300 GB SAS/SATA HDD (10K RPM or higher) with hot pluggable. HDDs with Capacity for 8 hot pluggable drives.		
6.	Hard Disk Controller	Integrated RAID Disk Controller. Should support minimum 1 & 5.		
7.	Form Factor	2U Rack Mountable.		
8.	DVD Drive	Internal DVD RW Drive with full backward compatibility support for CD- R/RW.		
9.	Power Supply	2 x 800W/900W Gold Ht. Plg. Pwr.		
10.	Ports	1 Serial, 4 USB ports (other than the requirement of connecting key board and mouse) and 1 VGA Port.		
11.	Ethernet card	2-port i350 Intel Integrated Gigabit Ethernet controller supporting (10/100/1000 Base T) with Ethernet RJ-45.		
12.	PCI Slots	Total 4 nos. or higher including PCI and PCI-E/MLOM16.		
13.	Warranty	3 Yrs. 24x7 4Hr Onsite		
14.	Server Management Software	Appropriate Server Management software to monitor and manage the various subsystems like CPU, Memory, I/O, disk and environmental factors.		
II.	Operating System Software			
	Certifications	Red Hat Linux 6.3.		

Other License Required

No. of Quantities required – Three (03) Users

	License	Microsoft Visual Studio 2013 Professional with downgradable option to Microsoft Visual Studio 2010 Professional.		
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Annexure-II

SERVICE SUPPORT DETAILS

(Please attach list strictly as per following format)

Sl. No.	Location	Complete Address	Name of Contact Persons along with Phone No, Fax No and E-mail Address
1.	Lucknow		
2.	Bangalore		

Date: _____

Seal and Signature of authorized signatory: _____



Price Schedule
Tender Notice dated 26.08.2015

(Amount in Rs)

Sl. No.	A Item Description	B Qty.	C * Unit Price (Inclusive of three (3) years onsite warranty)	D AMC Price per unit per year after 3 years of warranty period (Minimum 8 % of Unit Price)	E= B(C+2D) Net Price (Inclusive of three (3) years onsite warranty and two (2) Years of AMC)
1.	Servers (Category 1)	2			
2.	Server (Category 2)	1			
3.	Servers (Category 3)	2			
4.	Microsoft Window 2012 Server R2-64 Bit Standard Edition with downgradable option to Microsoft Window 2008 server	3			
5.	Red Hat Linux 6.3	2			
6.	License for Microsoft Visual Studio 2013 Professional with downgradable option to Microsoft Visual Studio 2010 Professional	3 Users			
Total Bid Price					

Total bid price Rs _____
(Rupees _____)

*The bidder has to quote all components and services on a fixed price basis inclusive of all costs and taxes like custom duty, excise duty, import taxes, freight, forwarding, insurance, delivery, installation, training etc. at the delivery location of the Bank but exclusive of only applicable (in India) Sales Tax/ VAT, Service tax and Octroi/Entry Tax/equivalent local authority cess, which shall be paid/reimbursed on actual basis on production of Bills. The Bank will not pay any other taxes, costs or Charges.

Note:

- 1) To decide the ranking of Bidders, only Total Bid Price will be taken into account.
- 2) The Server and Software should be delivered within Three (3) weeks of PO.
- 3) The Unit and Total Cost should be given in full INR (i.e. without decimal places)
- 4) In case of discrepancy between unit price and Total price, the unit price shall prevail.

We undertake that if our bid is selected/declared as L1, we agree to abide by the following and Bank has right to invoke our Bid Security of Rs 75000/- (Rs. Seventy Five Thousand Only) on non-compliance of conditions mentioned in Tender Notice.

We understand that the Bank is not bound to accept the lowest or any bid the bank receives and Bank has right to accept or reject in part of full any or all the offers without assigning any reason.

Place: _____

Signature & Seal of Bidder _____

Date: _____

Name & Phone no. of the Bidder _____

Address: _____

Company Name/Business: _____



Annexure IV

PROFORMA OF BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To

.....
.....
.....

WHEREAS _____ (Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated _____ (Date) for the execution of (Name of Contract) _____ (hereinafter called "the Tender") in favour of _____ hereinafter called the "Employer";

KNOW ALL MEN by these presents that we, _____ (name of the issuing Bank), a body corporate constituted under the _____ having its Head Office at _____ amongst others a branch/office at _____ (hereinafter called "the Bank" are bound unto the employer for the sum of Rs _____ (Rupees _____ only) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

- (a) If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or
- (b) If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of Tender validity;
 - (i) Fails or refuses to execute the Agreement, if required; or
 - (ii) Fails or refuses to furnish the performance security, in accordance with clause _____ of conditions of Contract.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

Notwithstanding anything contained herein

- i) Our liability under this Bank Guarantee shall not exceed R s . _____ (Rupees _____ only)
- ii) This Bank Guarantee is valid up to _____ and
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (mention period of guarantee as found under clause (ii) above plus claim period)

Dated _____ day of _____ 2015

SIGNATURE & SEAL OF THE BANK

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE**

(To be submitted on Non-Judicial stamp paper of appropriate value Purchased in the name of the issuing Bank)

To: Name and Address of the PURCHASER

WHEREAS (Name and address of the selected bidder) (hereinafter referred to as “the CONTRACTOR”) has undertaken to supply, transportation, transit insurance, local delivery, installation and maintenance up to Acceptance by the bank and also includes documentation, warranty, annual maintenance, if contracted, and training of your personnel related to Servers with respective Operating System and respective location of Delivery as per the Purchase Order dated _____ placed by the PURCHASER with you (hereinafter referred to as “the CONTRACT”)

AND WHEREAS in terms of the Conditions as stipulated in the Purchase Order, the CONTRACTOR is required to furnish, a Bank Guarantee by way of Performance Guarantee, issued by a Scheduled Bank in India, in your favour, as per Clause _____ of the Purchase Order, to secure due and satisfactory compliance of the obligations by the CONTRACTOR on their part, in accordance with the CONTRACT, (which guarantee is hereinafter called as “the PERFORMANCE GUARANTEE”)

AND WHEREAS the CONTRACTOR has approached us, (Name of the issuing Bank) for providing the PERFORMANCE GUARANTEE,

AND WHEREAS in consideration of the fact that the CONTRACTOR is our valued constituent and the fact that he has entered into the CONTRACT with you, WE (Name of the Bank) having our Registered Office at, _____ and local office at _____, India have

agreed to issue the PERFORMANCE GUARANTEE,

THEREFORE WE (Name of the issuing Bank) through our local office at _____ India furnish you the PERFORMANCE GUARANTEE in manner hereinafter contained and agree with you as follows:

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs_____ (Rupees_____) an amount equivalent to 10% of the Contract Price against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs_____ (Rupees_____) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.



This Performance Guarantee shall continue and hold good until it is released by you on the application by the CONTRACTOR after expiry of the relative guarantee period of the Contract and after the CONTRACTOR had discharged all his obligations under the Contract and produced a certificate of due completion of the work under the Contract and submitted a "No Demand Certificate" provided always that the guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of three months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

Should it be necessary to extend Performance Guarantee on account of any reason whatsoever, we undertake to extend the period of Performance Guarantee on your request under intimation to the CONTRACTOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.

You will have the fullest liberty without affecting Performance Guarantee from time to time to vary any of the terms and conditions of the Contract or extend the time of performance of the Contract or to postpone any time or from time to time any of your rights or powers against the CONTRACTOR and either to enforce or forbear to enforce any of the terms and conditions of the Contract and we shall not be released from our liability under Performance Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the CONTRACTOR or any other forbearance, act, or omission on your part or any indulgence by you to the CONTRACTOR or by any variation or modification of the Contract or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs _____ (Rupees _____) as aforesaid or extend the period of the guarantee beyond the said day of _____ unless expressly agreed to by us in writing.

The Performance Guarantee shall not in any way be affected by your taking or giving up any securities from the CONTRACTOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the CONTRACTOR.

In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the CONTRACTOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Performance Guarantee.

Subject to the maximum limit of our liability as aforesaid, Performance Guarantee will cover all your claim or claims against the CONTRACTOR from time to time arising out of or



in relation to the Contract and in respect of which your claim in writing is lodged on us before expiry of three months from the date of expiry of Performance Guarantee.

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

The Performance Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncanceled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

The Performance Guarantee shall not be affected by any change in the constitution of the CONTRACTOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

The Performance Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the CONTRACTOR.

Notwithstanding anything contained herein

- i. Our liability under this guarantee shall not exceed Rs. _____
(Rupees _____ only)
- ii. This guarantee shall be valid upto _____ and;
- iii. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at Banda on or before _____ (mention period of the guarantee as found under clause ii. above plus claim period).

We have the power to issue Performance Guarantee in your favour by statute and the undersigned has full power to execute Performance Guarantee under the Power of Attorney to him by the Bank.

Dated this _____ day of _____ 2015

For and on behalf of

BRANCH MANAGER

SEAL

ADDRESS

PLACE