

PART-5

FORMAT OF PERFORMANCE BANK GUARANTEE

(To be executed on Stamp Paper of Rs. 100/- or such higher value as per the Stamp Act of the State in which the Guarantee is issued. Stamp Paper should be in the name of the Bank Issuing the Guarantee.)

BANK GUARANTEE NO. :

DATED :

Dear Sirs,

1. THIS DEED OF GUARANTEE made on this day of 2006 between **High Court of Judicature at Allahabad** (hereinafter called the "**High Court**" which expression shall unless excluded by or repugnant to the context includes its successors and assignees) of the one part and the (hereinafter called the "**Bank**" which expression shall unless excluded by or repugnant to the context include its successors and assignees) of the other part.
2. Whereas a Conveyance Deed dated has been executed between **High Court** and (Authorised Channel Partner of M/s having its administrative office at (hereinafter referred to as "**Supplier**") towards supply, installation and commissioning of as mentioned in Annexure-I of Conveyance Deed dated and providing service support as per Terms and Conditions of the Conveyance Deed during the warranty period of three years.
AND WHEREAS as per point 4.1.E of Article IV of Conveyance Deed, supplier shall furnish a Performance Bank Guarantee of of the total P.O. Value i.e. Rs. (Rs. only) valid for the period of six months beyond warranty period of three years as and by way of security for satisfactory working of the as mentioned in Annexure-I of Conveyance Deed dated and providing service support as per Terms in Conditions of the Conveyance Deed during the warranty period of three years.

AND WHEREAS at the request of the supplier, the Bank executes these presetns.

3.0 THIS DEED WITHNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN PARTIES HERETO AS FOLLOWS:

- 3.1 The Bank hereby guarantees to the **High Court** that the equipment / service contracted are capable of performing the work as demanded by the **High Court**. In the event of equipment / service failing to perform to the satisfaction of the **High Court**, which shall be final and conclusive of the factum of non-performance, the Bank shall indemnify and keep the High Court indemnified to the extent of of P.O. Value i.e. Rs. (Rs.) valid for the period of three months beyond the warranty period of three years against any loss or damage that may be caused to or suffered by the High Court consequent to non-performance of the contracted equipment / services to be supplied by the supplier.
- 3.2 In consideration of the aforesaid premise and at the request of the supplier, we the Bank hereby irrevocably and unconditionally guarantee that the supplier shall perform in an orderly manner their contractual obligations in accordance with the terms and conditions set forth in the Conveyance Deed dated and in the event of the supplier's failure to do so, the Bank unconditionally pay to the High Court on demand, any amount up to the value mentioned in Clause 3.1 above without any reference to the supplier and without questioning the claim.

3.3 The guarantee herein shall remain in full force for a period of three months beyond the first year of warranty period of three years from the date of certification by the **High Court** of successful installation and commissioning of the equipment/ service contracted. Date of start of warranty period will be notified by High Court to the Bank.

3.4 The decision of the **High Court** regarding the liability of the Bank under the guarantee and the amount payable thereunder shall be final and conclusive and binding on us without question. The Bank shall pay forthwith the amount demanded by the High Court not withstanding any dispute, if any, between the High Court and the supplier.

The Bank further agrees that the guarantee herein shall remain in full force during the pendency of aforesaid period mentioned in Clause 3.3 above and also any extension of the guarantee which has been provided by the Bank for this purpose beyond the aforesaid period provided, further, that if any claim accrues or against the Bank by virtue of this guarantee, should be lodged with us within a period of 60 days from the date of expiry of the guarantee period.

3.5 This Guarantee shall not be affected by any change in constitution of the supplier, **High Court** or us not shall it be affected by any change in constitution or by any amalgamation or absorption or reconstruction thereof otherwise, but will ensure for and be available to and endorsable by the absorbing amalgamated company or concern.

3.6 The High Court has the fullest liberty without affecting the guarantee to postpone at any time or from time any of the powers exercisable by it against the supplier, either to enforce or forbear the clause governing guarantee in the terms and conditions of the said contract and Bank shall not be released from its liabilities under the guarantee by any matter referred to or by reason of time being given to the supplier or any other forbearance, act or omission on the part of the High Court or any material or things whatsoever which under the law relating to sureties shall but for the provisions hereof have the effect of so releasing the Bank from its liabilities.

We further agree that the High Court shall have the fullest liberty without affecting in any way our obligations hereunder with or without our consent or knowledge to vary any of the terms and conditions of the said contract or to extend the time of delivery from time to time.

3.7 The Bank undertakes not to revoke this guarantee during its currency except with the previous consent in writing of the High Court.

3.8 We further agree that in order to give full effect to the guarantee herein contained High Court shall be entitled to act as if we were its principal debtors in respect of its claim against the Supplier hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights if any which are in any way inconsistent with the above provision of this Guarantee.

Notwithstanding anything herein before, liability of the Bank under this guarantee is restricted to Rs. (Rs. only) and it will remain in force up to the period specified in Clause 3.3 unless a suit to enforce any claim under the Guarantee is filed against the Bank before the period specified in Clause 3.4. All your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

COUNTERSIGNED

Signature :
Name :
Designation :
Organization :

Signature :
Name :
Designation :
Organization :