

FORMAT OF PERFORMANCE SECURITY BANK GUARANTEE

This deed of guarantee made this day of \_\_\_\_\_ between Bank of \_\_\_\_\_ (hereinafter called the "Bank") of the one part, and UPRNN (hereinafter called "CLIENT") of the other part.

Whereas UPRNN has awarded the Contract "Supply, Installation, Testing & Commissioning of CCTV System District Courts at Agra, Mathura, Mainpuri, Firozabad, and Etah" to \_\_\_\_\_ (Name of the Contractor)

AND WHEREAS the Contractor is bound by the said Contract to submit to CLIENT a Performance Security for a total amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (Amount in figures and words).

1. Now \_\_\_\_\_ we \_\_\_\_\_ the undersigned \_\_\_\_\_ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will guarantee CLIENT the full amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (Amount in figures and Words) as stated above.
2. After the Contractor has signed the afore mentioned Contract with CLIENT/UPRNN, the Bank is engaged to pay CLIENT/UPRNN, any amount up to and inclusive of the aforementioned full amount upon written order from UPRNN to indemnify UPRNN for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by CLIENT immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to UPRNN any money so demanded not withstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
3. This guarantee is valid till \_\_\_\_\_ (date to be mentioned) (six months beyond the end of expected Defects Liability Period or the extended period, thereof)

At any time during the period in which this guarantee is still valid, if UPRNN agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 2, above,



it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by UPRNN and at the cost of the Contractor.

4. The Guarantee shall be interpreted in accordance with the laws of India.
5. The Bank represents that this Bank Guarantee has been established in such form and with such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.
6. This Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the Constitution of the guarantor Bank or of the Contractor.
7. The neglect or forbearance of UPRNN in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by UPRNN for the payment hereof shall in no way relieve the bank of their liability under this deed.
8. The expressions "CLIENT/UPRNN", "the Bank" and "the Contractor" herein before used shall include their respective successors and assigns.

In witness whereof I/We of the bank have signed and sealed this guarantee on the -  
----- day of ----- (Month) **2014** being herewith duly authorized.

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

Signature of authorized bank official

Name: .....

Designation: .....

Stamp/Seal of the Bank: .....

Signed, sealed and delivered for and on behalf of the Bank by the above  
named \_\_\_\_\_ in the presence of :

Witness 1

Signature .....

Name .....

Address .....

.....

Witness 2

Signature .....

Name .....

Address .....



(To be furnished on a Non Judicial Stamp Paper of appropriate value)

**FORM OF CONTRACT AGREEMENT**

This agreement is made at **Lucknow** on the ---- day of ----- 2013 between .....through Shri -----, .....(CLIENT), Government of UP having its office at .....Lucknow (hereinafter called "Client" which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part.**

**Second Part**

M/s ----- a Company incorporated under the Companies Act 1956 having Head Office at -----, (hereinafter called the "Contractor" which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part.**

Whereas CLIENT is desirous that certain works should be executed, for "**Supply, Installation, Testing & Commissioning of CCTV System District Courts at Agra, Mathura, Mainpuri, Firozabad and Etah**" of CLIENT hereinafter called the "The Project" and has accepted a Tender submitted by the contractor for the execution and completion of such works as well as guarantee of such works and the remedying of defects therein. NOW THIS AGREEMENT WITNESSTH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement Viz.

**Volume – I (NIT& ITB)**

- Notice Inviting Bids

**Volume – II(TS)**

- Technical Specifications(TS)

**Volume – III(BOQ)**

- (Financial bid and Bill of Quantities)

**All the correspondence till award of contact i.e. addendum, LOI etc.**

**Technical and Financial bids submitted by bidder.**

3. In consideration of the payment to be made by CLIENT to the Contractor as hereinafter mentioned, the Contractor hereby covenants with CLIENT to execute and complete the Project "**Supply, Installation, Testing & Commissioning of CCTV System District Courts at Agra, Mathura, Mainpuri, Firozabad and Etah**" and remedy and defects therein in conformity in all respects with the provisions of the Contract.

CLIENT hereby covenants to pay the Contractor in consideration of the execution and completion of the Project and the remedying of defects therein, the total Contract Price of Rs. ----- only) being the sum stated



in the Letter of Award (LOA) subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. OBLIGATION OF THE CONTRACTOR

The Contractor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The contractor shall keep UPRNNfully indemnified against liability of tax, interest, penalty etc, of the Contractor in respect thereof, which may arise.

IN WITNESS OF WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Contractor  
Signature of the authorized official

For and on behalf of the UPRNN  
Signature of the authorized  
official

Name of the Contractor  
Stamp / Seal of the Contractor  
official

Name of the authorized official  
Stamp / Seal of authorized

SIGNED, SEALED AND DELIVERED

By the said

By the Said

\_\_\_\_\_

\_\_\_\_\_

On behalf of the Contractor in  
the presence of:

On behalf of the UPRNN in  
the Presence of

Witness

Witness

Name

Name

Address

Address



Format for Power of Attorney for authorized signatory

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL**

Know all men by these presents, We.....(Name of the Tenderer and address of their registered office) do hereby constitute, appoint and authorize Mr / Ms.....(name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of .....

As our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the Project and submission of all documents and providing information / responses to CLIENT/UPRNN, representing us in all matters before CLIENT/UPRNN, and generally dealing with UPRNN in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Signature:

Name and Designation:



**LITIGATION HISTORY**

<b>Name of Applicant</b>
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Applications including each of the partners of a joint venture should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. A separate sheet should be used for each partner of a joint venture.

<b>Year</b>	<b>Award FOR or AGAINST Applicant</b>	<b>Name of Client, cause of litigation and matter in dispute</b>	<b>Disputed amount (current value in INR)</b>	<b>Actual Awarded Amount (in INR)</b>



**AFFIDAVIT**

I, the undersigned, do hereby certify that the statements made in the required attachments are true and correct.

The undersigned also hereby certifies that our firm M/S ..... have neither abandoned any contract awarded to us nor such work have been rescinded, during last five years prior to date of application.

The undersigned hereby authorize (s) and request (s) any bank , person, firm or corporation to furnish pertinent information deemed necessary and requested by the UPRNN to verify this statement or regarding my (our) competence and general reputation.

The under signed understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the CLIENT/UPRNN.

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Signed by the Authorized officer of the firm



**FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK**

This is to certify that to the best of our knowledge and information that M/s./Shri ..... having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of Rs. ....(Rupees.....). This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)  
For the Bank

NOTE:-

- (1) Bankers certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.
- (2) Incase of partnership firm, certificate should include names of all partners as recordedwith the bank.





**DETAILS OF WORKS OF SIMILAR NATURE COMPLETED**

**DURING THE LAST TEN YEARS ENDING LAST DAY OF THE MONTH  
PREVIOUS TO THE ONE IN WHICH THE BIDS ARE INVITED**

Sl.No	Name of Work/ Project & location	Owner of sponsoring Organization	Cost of Work In Lakh)*	Date of Commencement As per contract	Stipulated Date of completion	Actual date of completion	Litigation/ Arbitration Pending/ in Progress with details**	Name & address/ Telephone No. of officer to whom reference may be made	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

\* Indicate gross amount claimed and amount awarded by the Arbitrator.

\*\* Copy of work orders of the above works should also be submitted

Signature of Applicant



**PROJECT UNDER EXECUTION OR AWARDED**

Sl.No	Name of Work/ Project & location	Owner of sponsoring Organization	Cost of Work	Date of Commencement As per contract	Stipulated Date of Completion	Up-to-date Percentage Progress of work	Slow Progress, if any, & reasons thereof	Name & address/ Telephone No. of officer to whom reference may be made	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

Certified that above lists of works is complete and no work has been left out and that the information given is correct to my knowledge and belief.

Signature of Applicant



**STRUCTURE & ORGANIZATION**

01.	Name & Address of the applicant	
02.	Telephone No. / Telex / Fax No.	
03.	Legal status of the applicant (attach copies of original document defining the legal status)	
	a) An Individual	
	b) A proprietary firm	
	c) A firm in partnership	
	d) A limited company or Corporation	
04.	Particulars of registration with various Government bodies ( <i>attach attested photocopy</i> )	
	<u>Organization / Place of Registration :</u>	
	1.	
	2.	
	3.	
05.	Names and Titles of Directors & Officers with designation to be concerned with this work	
06.	Designation of individuals authorized to act for the organization.	
07.	Was the applicant ever required to suspend construction for a period of more than six months continuously after commencement? If so, give the name of the project and reasons of suspension of work.	
08.	Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.	
09.	Has the applicant or any constituent partner in case of partnership firm, ever been debarred/ black-listed for Biding in any organization at any time? If so, give details.	
10.	Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a Court of Law? If so, give details.	
11.	In which field of Engineering construction the applicant has specialization and interest?	
12.	Any other information considered necessary but not included above.	

Signature of Applicant




**DETAILS OF TECHNICAL & ADMINISTRATIVE  
PERSONNEL PROPOSED TO BE EMPLOYED FOR THE WORK (GRADUATE/DIPLOMA  
ENGINEERS APART FROM OTHER SUPERVISORY SITE STAFF AND PLANNING  
ENGINEERS)**

Sl. No	Designation	Total Number	Number Available For this Work	Name	Qualification	Professional experience and details of work carried out	How these would be involved in this work	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)




FINANCIAL EXPERIENCE  
(As per audited balance sheets)

(1) Turn Over

S No	Financial Year	Turn Over
1	2012-13	
2	2013-14	
3	2014-15	
	Average Annual Turn Over	

(2) Liquid Assets : \_\_\_\_\_

(3) Net Worth : \_\_\_\_\_

(4) Profit / loss :

S No	Financial Year	Profit/Loss
1	2010-11	
2	2011-12	
3	2012-13	
4	2013-14	
5	2014-15	

(verified by Chartered Accountant)  
With name, address & ph no

