



**UCO BANK
ZONAL OFFICE, BALASORE**

**TENDER DOCUMENT
FOR
INTERIOR WORKS OF TIRTOL BRANCH & A.T.M (FURNISHING WORKS)**

NAME OF THE TENDERER:

ADDRESS OF THE TENDERER:

DATE OF SUBMISSION OF TENDER:-29-01-2020
UPTO TIME : 4.00 PM

OPENING OF TENDER : -29-01-2020 AT 4:30 PM

PLACE OF SUBMISSION OF TENDER:

THE ASST..GENERAL MANAGER
UCO BANK
ZONAL OFFICE,
BALASORE.

CONSULTANT

TECHNO ARCH

Plot No - 71/7, Jadupur, Near City Bus Stand, Bhubaneswar.19
Ph.0674-2551479, Mobile. 9437189632



TENDER NOTICE

Sealed item rate tenders in duplicate are invited on behalf of the The Zonal Manager Zonal Office, Balasore, from the Contractors Empanelled with the Bank (Zonal office, Balasore) for the work of **INTERIOR DECORATION/ FURNISHING, WORK OF BRANCH PREMISES FOR UCO BANK at TIRTOL BRANCH & A.T.M (ODISHA).**

01. Issue of tender documents : Dt. 22/01/2020 to 29/01/2020 up to 04.00PM
02. Last date of receipt of tender document : 29/01/2020 up to 04.00 PM
03. Date & Time of opening : **29/01/2020 at 4:30 PM**
04. Place of submission of bids : UCO Bank, Zonal office, Balasore.
05. Date of commencement : 7 days from issue of work order.
06. Date of completion of work : 25 days from issue of work order.
07. Period for settlement of final bill : 25 days from date of issue of completion certificate by the Architect.
08. Retention percentage : 10 % (Ten percent) from final bill.
09. Earnest money deposit : Rs. 5,000/- (Rupees Five thousand only)
10. Security deposit : @ 2 % of contract value including EMD before awarding the work.
11. Release of retention money/ earnest money : The Earnest money deposited shall not carry any interest and will be refunded to unsuccessful tenderers after allocation of work order.
The Earnest money of successful tenderer will be release after completion of work and certification of final bill.
Retention & Security money after 14 days from defect liability period.
12. Liquidated damages for non completion of work within the date of completion : Rs. 10,000/- (Rupees Ten Thousand only) for every week if the work remains unfinished after the date of completion or the date extended subject to maximum of 10% of the value of work.
13. Defect liability period : 12 months from the date of completion certificate issued by the Bank Architect.
14. Cost of tender document : Rs.500/- (Rupees Five hundred only)
15. Interested bidder may obtain further information from the office of consultant / Bank Architect.
16. Bank reserves the right to reject wholly or part of any or all tenders received without Assigning any reason whatsoever, Also Bank reserves the right to split the work and place the order to more than one party.
17. Bank reserves the right to negotiate with lowest tenderer as it is Bank's discretion.
18. ANY FREAK RATE OF INDIVIDUAL ITEM ON HIGHER SIDE ARE LIABLE FOR NEGOTIATION.

Handwritten signature
**DEPUTY ZONAL HEAD
FOR & ON BEHALF OF
UCO BANK
ZONAL OFFICE BALASORE**



DOCUMENTS FURNISHED BY THE TENDERER.

- 1) Forwarding letter without mentioning the cost of Tender value arrived at with quoted rates with the cost of Tender and EMD amount in the form of DD/Bankers Cheque
- 2) Duly filled annexure-I for particulars furnished for Name, address & Type of firm with organization details, Trade License, Registration Certificate Copy, Certificate related to carpentry work, telephone numbers, fax numbers etc.
- 3) Annexure- II Detailed Particulars for the works done in past five years.
- 4) Annexure- III particulars in respect of work executed
- 5) Annexure-IV key personnel permanently employed with you.
- 6) Annexure-V other relevant information.
- 7) List of similar work completed in last 5 years with details enclosing completion certificate from the clients the clients along with the names of four responsible clients/ persons with address & telephone number who will be in position to certify about quality as well as past performance of your organization.
- 8) List of similar works in hand with details enclosing the copies of work orders from the clients.
- 9) Copies of the Audited Balance Sheet for the last three (3) Years along with the Profit & Loss Account.
- 10) Banker's Certificate for credit worthiness.
- 11) Valid Income Tax/ Pan Card, GST Registration Certificate etc.
- 12) List of disputes/ litigations entered into, if any, with its details.
- 13) Cost of Tender and Earnest money deposit furnished in the form of Crossed Demand Draft / Banker's Cheque drawn in favor of **UCO BANK, ZONAL OFFICE BALASORE** and payable at Balasore for the amount indicated in the Notice of Invitation to Tender.
- 14) **In support of above, the bidder must submit the documentary evidences in the form of Work Order copies & completion certificate, all annexure -I,II,III,IV,V etc. without which the offer is liable to be rejected.**
- 15) M/s Chandra Electricals has already deposited the said documents. Therefore, the said contractor will not submit the above annexure with tender documents.
- 16) Any comment which the tenderer desires to make in the form of a statement as brief as possible and with reference to the items.



GENERAL INSTRUCTIONS TO TENDERERS

- 1) The term "Employers" or "Bank" shall mean "UCO BANK"; or its authorized representatives at The Zonal Office, Balasore.
- 2) The term "Architect(s)" shall mean "M/s. Techno Arch. who are the Architect Consultant to the Employer for this project & having office at Plot No. 71/7, Jadupur, Near Dumuduma City Bus stand, Bhubaneswar. Or its authorized representatives.
- 3) The term "Contractor" shall mean the successful tenderer to whom the Contract shall be awarded.
- 4) The "Works" shall mean the Interior works comprising of Furnishing work for Branch at- TIRTOL branch & A.T.M.
- 5) The Contractor should quote the rates in figures and words. Any corrections or Over-writing should be initialed by the Contractor.
- 6) The Contractor should submit the tenders with seal, signature and date on each Page.
- 7) Tender should be submitted in sealed covers with all requisite documents as desired with the top of the envelope super scribed as "SEALED TENDER for Total Interior Furnishing works For Branch at- TIRTOL branch & A.T.M.
- 8) The Contractors should submit the cost of the main items as per tender specifications. Further modification after awarding of the contract shall be not allowed unless there is specific instruction by the Bank/Architect to change specifications.
- 9) The contract is time-bound and the works are to be completed within the time limit specified in the notice inviting tenders.
- 10) Additional Performance Security shall be deposited by the successful bidder when the bid amount is seriously unbalanced i.e. less than the estimated cost by more than 10%. In such an event, the successful bidder will deposit the additional performance security to the extent of the differential cost of the bid amount & 90% of the estimated cost. (Additional Performance Security = 90% of the Estimated Cost – Bid Amount)
- 11) Additional Performance Security shall be deposited by the successful bidder when the bid amount is front loaded i.e. if the quoted value is 25% higher than the estimated rates, the bid shall be evaluated as unbalanced bid and additional performance security of 10% shall be retained on the amount of quoted value.
- 12) The additional performance security as per clause 10 & 11 shall be furnished by the bidder before execution of the work in shape of Demand Draft or Fixed Deposit Receipt at any nationalized bank pledged in favor of UCO BANK, Balasore which will be over and above the performance security. *The Performance Security must be pledged within 5 days of opening of the tender or else the tender will be canceled and the EMD of the contractor will be forfeited.*
- 13) The Contractor shall be penalized if the work is not completed within the scheduled time, the Bank will be entitled to charge liquidated damages @ 1% of the accepted contract sum per week subject to a maximum of 10% of the accepted contract sum.
- 14) The decision of Employer and the Architect is final and binding.



TERMS & CONDITION

- 1) Unless otherwise mentioned, all works are with no allowance for Lapse waste. Unless otherwise described or measured separately, price for all the items shall include all necessary straight & curved edges.
- 2) Any damage to the work before the site is handed over, is to be replaced or made good at the expense of the contractor to the entire satisfaction of the Architect/Bank.
- 3) Tax as applicable shall be deducted at source as per the Income Tax Act/Rules.
- 4) The quantities indicated are subject to change. The payment of the bill shall be made as per the actual measurement as certified by the architect but not exceeding the total value quoted in the tender form.
- 5) The Architect or any officer of the Employers will be free to inspect the work at the site during the period of execution. Any suggestion of change or modification to improve the quality of work will be carried out subject to prior approval of the competent authority of the employers and that of the Architect.
- 6) In case of failure to take up the work even after accepting the work order, or leaving the work incomplete, or for defective work not rectified, or violation of the terms and conditions, the earnest money deposit will be forfeited.
- 7) For any item of work not covered or any unforeseen items of work, payment will be made according to the rates approved for similar nature of work, the costing done by the Architect, as per current PWD schedule of rates, or as per analysis of material cost, labour rate and profit to the Contractor at 10%. The Contractor must obtain prior approval in writing before undertaking such additional works.
- 8) The tenderers shall sign each & every page of the tender documents including the drawings attached here to.
- 9) The amount is to be quoted in figures as well as in words. In case the rates quoted in words and in figures are in variance, the amount written in words shall be taken as final.
- 10) The Contractor shall make their own arrangement at their own cost for storing materials, plants, tools etc. The employers will not be liable for security of the Contractor's materials.
- 11) No tools or plants will be issued by the bank.
- 12) The Employer / Architect reserves the right to accept or reject any tender without assigning any reason whatsoever and the said decision shall be final and binding upon the tenderer.
- 13) In case of breach of contract by the Contractor for slow progress of works or any other claim of damage, the Employer or the Architect may have the power to rescind the contract without furnishing further reasons thereof.
- 14) The Architect shall have the power to ask the contractor to furnish the sample/ color / test certificate from any Govt. /Authorized agent for any materials used/ to be used in the Works, the expenditure of which is to be borne by the Contractor.
- 15) The Employer shall be not be liable for any damages or compensation payable as a consequence of any accident or injury to any workman or other persons in the employment of the Contractor or any sub-contractor.
- 16) On completion of the Works, all rubbish, debris, materials, tools, Laborers, etc. to be removed by the contractor from the site and the contractor will hand over the site clean & clear & in usable condition within 3 days of completion of the works. Failing this, the employer may Dispose the materials at the cost of the contractor.
- 17) In case of any dispute, the matter will be referred to the Zonal manger, UCO BANK, Zonal Office, Balasore.
- 18) The Contractor shall not submit any work bill until he completes the Project completely, as certified by the Architect Consultant.

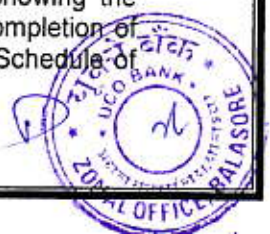


19) The rates quoted in the tender shall Exclude GST, but include other taxes, no escalation of rates will be allowed under any circumstances.

20) Out of 16 empanelled contractors, all empanelled contractors must participate and quote their rate with all the aforesaid documents otherwise Bank will take action against them like- De-panel the contractors etc. Further the decision will final by us.

SPECIAL TERMS AND CONDITIONS

1. Completion Period : 25 Days
2. Date of Commencement : 7 days from the date of issue of the work order or the date on which the contractor is instructed to take possession of the site, or the date of your acceptance of the work- order, whichever is later?
3. Defect Liability Period : One year after actual completion of work.
4. Total security deposit (TSD) : 10 % of the executed value of the work
5. Limit of variation : 100% without any change in price if work is done within six months of the contract and with prior consent of Architect / Consultant.
6. Additional items : For items where unit rates are not available, contractor shall provide proper cost break-up and proceed only after approval/consent. Any sample to be made for approval shall be at the Contractor's cost.
7. Validity of tender : Three month after the opening of the tender.
8. Rules/ Regulations : The contractor shall have their responsibility of complying with the local shops/establishments Act and other labor/ minimum wages Act and shall keep all such records/ accounts on payment of wages / attendance as deemed necessary. 9. Arbitration As per the standard arbitration clause under the jurisdiction of Odisha.
10. Organization : The contractor shall employ competent / qualified supervisor /Engineer-in-charge who shall be responsible for the day to day work and coordinate as necessary with the Architect's supervisor. Any workman found guilty of misconduct/theft shall remove from the site.
11. Damage to property : Any damage to the Bank's property during the work period will be recovered from the contractor.
12. Deduction : Tax at source as per Act.
13. Terms of payment : Payment after completion of Project.
14. Billing Procedure : All measurements shall be recorded in Duplicate on standard measurement sheets Prepared jointly by the Architect's Site Engineer & the Contractor's Representatives duly signed by them. All Bills shall be submitted along with this Checked measurement sheets.
15. Time schedule of work : The Contractor must submit before the Commencement of work, a Bar chart showing the date of commencement & the date of completion of each item of Work as mentioned in the Schedule of Quantities.



16) Release of TSD

: 100% after the Defect liability period. Retention money will not bear any interest.

17. General

The rates should be quoted considering necessary Scaffolding & staging work, Removal of debris as & when necessary, In view of restriction of Local concern Authority.

LIST OF MATERIALS (INTERIOR WORK)

1. Synthetic Plastic Emulsion	: Berger, Asian, J & N
2. False ceiling	: Gypsum India/ Armstrong
3. Floor tiles	: Johnson's/ NITCO.
4. Laminates	: Sunmica, Century mica, Silicon, Green Lam.
5. Smoked Mirror/Glass	: Modiguard, Saint Govind
6. Floor Spring	: Godrej, Dorma
7. Texture wall finish	: Spectrum
8. Locks	: Godrej, Doorset
9. Hardware	: Harrison, Earl Bihari.
10. Nails, Screws etc.	: Nettle fold or equivalent
11. Adhesive	: Fevicol SH.
12. Aluminium section	: OEL, JINDAL
13. Vertical Blinds	: Vista Leover, MAC
14. Ply	: Kitply, Sylvan, Green, Archid.
15. Block Board	: Kitply, Sylvan, Green, Archid.



FORM OF TENDER

Dear Sirs

Ref.....

- 1) I/We refer to the tender notice issued by your Consultant M/s. Techno Arch, Plot No.71/7, Jadupur, Near Dumuduma City Bus stand, BHUBANESWAR on your behalf for thein connection with the above.
- 2) I/We do hereby offer to perform provide execute complete and maintain the works in conformity Bill of Quantities for the sum of RS.....(Rupees.....) only at the respective rates quoted in the bill of quantities.
- 3) I/We have satisfied myself/ourselves as to the site conditions, examined the drawings and all aspects of the tender conditions subject to above, I/We do hereby agree should this tender be accepted in whole or part off.
- 4) Abide by and fulfill all the terms and provisions of the said conditions annexed hereto:
- 5) Complete the works within 30 days stipulated in two or three shifts if considered necessary by the Consultants at no extra cost to the Owner.
- 6) I/We have deposited the earnest money of RS.....which we note will not bear any interest and is liable to forfeiture,
 - i) If the offer is withdrawn within the validity period of acceptance.
 - or,
 - ii) If the contract is not executed with 7 days from award of contract.
 - or,
 - iii) The acceptance of this tender shall constitute a binding of contract and any failure as mentioned in Clause.4 shall constitute a breach of contract by us and the tender accepting authority shall be entitled to have the work executed at our risk and cost and to claim extra cost/expenditure incurred by them from us.
5. Unless and until a formal agreement is prepared and executed this tender together with your written acceptance thereof shall constitute as a binding contract.
6. I/We understand that you are not bound to accept the lowest any tender received.
7. I/We have independently considered the amount of liquidated damages in the Appendix to the General conditions of the Contract and agree that it represents fair estimate of the loss likely to be suffered by you in the event of the works not being completed in time.
8. Our Bankers are:-
 - I)
 - II)

The names of Partners/Directors of the firm Authorized to sign

Yours faithfully,

Name of person having power of
Attorney to sign the contract.
(Certified true copy of the
Power of attorney should be
attached.)

Signature of the Contractor



Annexure - I

PARTICULARS TO BE FURNISHED FOR FURNISHING OF INTERIOR

1	Name of Company / Firm	
2	Registered Address of the Company with Telephone No., FAX & E-mail ID:	
3	Northeast Office's Address of the company in / with Telephone No., FAX & E-mail ID:	
4	Year of Establishment	
5	Status of the Company (whether Proprietary / private Ltd. / Public Limited/ Co-operative Society / Public Sector / Autonomous body / Govt. Department	
6	Name of the Proprietor / Directors / Partners / Controlling body:	i) ii) iii)
7	Whether registered with the Registrar of Companies / Registrar of Firms / Registrar of Co-operative societies. If so, please mention the number of such registration and date	
8	a) Name and Address of Bankers:	i) ii) iii)
	b) Enclose Solvency certificate from at least one Banker in a sealed envelope marked confidential.	
9	Whether registered for GST. If so, please mention the GST registration number and furnish a copy of such registration certificate:	
10	Whether an assessee of Income Tax. If so, please mention the Permanent Account Number:	
11	Furnish copies of audited Balance Sheet with Profit & Loss account for last three Years :	2016-17 2017-18 2018-19
12	Whether empanelled with other PSU Banks / Govt. Depts. / PSUs / Autonomous bodies. If so, please furnish the following particulars:	
	<u>Name of the Organisation / Financial Institution</u>	<u>Trade/Services</u>
		<u>Date of Empanelment</u>
		<u>Validity</u>
13	Furnish the names of three responsible persons who will be in a position to certify about the quality as well as past performance of your organization	i. ii. iii.

The particulars furnished in the application are true to the best of my/our knowledge & belief. I/we understand that if any of the particulars is found incorrect, even at a later stage, my/our empanelment will be cancelled.

Date:

Signature of Applicant
(Seal)

Annexure – II

Detailed Particulars for the works done in past seven years:

work completed	Name of organization	Name of work	Value	Compliance of stipulated completion time

(Furnish photocopies of credentials)



Annexure -III

Particulars in respect of work executed

Sr. No.	Name of work/Project with address	Short description of work executed	Name & address of owner	Value of work executed	Stipulated time of completion	Actual time of completion	Name of Architect / Consultant



Annexure -IV**Key personnel permanently employed**

Sr. No.	Name	Designation	Qualification	Experience	Years with the firm	Any other



Annexure - V

Other relevant information

Work Force:

Sr. No.	Permanently employed	No.	Any other	Years with the Firm
1	Masons			
2	Carpenters			
3	Mechanics			
4	Electricians			
5	Mate/helpers			
6	Others			



Workshop facilities:**Annexure – VI**

Sr. No.	Location	Land Area	Type of structure	Type of facilities



FORM OF BANK GUARANTEE FOR INITIAL SECURITY DEPOSIT

ANNEXURE - X

Form No. _____

Dated : _____

M/s UCO Bank,
Zonal Office,

Dear Sirs,

GUARANTEE NO. :

AMOUNT OF GUARANTEE:

GUARANTEE COVER FORM:

LAST DATE OF LODGEMENT OF CLAIM:

This Deed of guarantee executed ON THIS DAY OF..... BETWEEN UCO BANK, A BANK CONSTITUTED UNDER THE BANKING COMPANIES (ACQUISITION & TRANSFER OF UNDERTAKINGS) ACT, 1970 AS AMENDED FROM TIME TO TIME HAVING ITS HEAD OFFICE AT 10, B.T.M SARANI, KOLKATA -700001 AND HAVING INTER ALIA A ZONAL OFFICE AT (HEREINAFTER REFERRED TO AS THE "EMPLOYER/UCO BANK") WHICH EXPRESSION SHALL INCLUDE ITS SUCCESSOR/ASSIGNEES.

AND

..... BANK, A BANK CONSTITUTED UNDER THE BANKING COMPANIES (ACQUISITION & TRANSFER OF UNDERTAKINGS) ACT, 1970 HAVING ITS HEAD OFFICE AT AND INTER ALIA A BRANCH OFFICE AT (HEREINAFTER REFERRED TO AS "THE GUARANTOR") WHICH EXPRESSION SHALL INCLUDE ITS SUCCESSOR/ASSIGNEES.

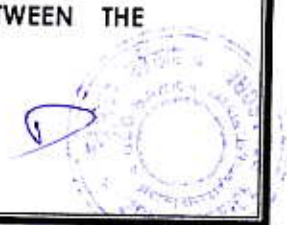
AND

....., A COMPANY REGISTERED UNDER THE COMPANIES ACT, 1956, HAVING ITS HEAD OFFICE AT (HEREINAFTER REFERRED TO AS "THE CONTRACTOR") WHICH EXPRESSION SHALL INCLUDE ITS SUCCESSOR/ASSIGNEES.

WHEREAS THE CONTRACTOR M/S HAS BEEN AWARDED A CONTRACT FOR CONSTRUCTION OF BANK BUILDING AT FOR RS (Hereinafter referred to as the 'said contract') AND ACCORDING TO THE SAID CONTRACT, THE SAID CONTRACTOR IS REQUIRED TO DEPOSIT INITIAL SECURITY DEPOSIT OF RS

AND WHEREAS IN CONSIDERATION OF THE EMPLOYER/UCO BANK HAVING AGREED TO EXEMPT THE CONTRACTOR FROM DEPOSITING THE SECURITY DEPOSIT OF RS UNDER THE TERMS AND CONDITIONS OF THE SAID CONTRACT ENTERED INTO BY AND BETWEEN THE EMPLOYER/UCO BANK AND THE CONTRACTOR ON THE CONTRACTOR FURNISHING A BANK GUARANTEE FOR SECURITY DEPOSIT AMOUNT IN FAVOUR OF THE EMPLOYER/UCO BANK FOR THE DUE FULFILLMENT OF THE CONTRACT BY THE CONTRACTOR.

AND WHEREAS THE CONTRACTOR HAS APPROACHED THE GUARANTOR BANK FOR ISSUE OF SUCH A GUARANTEE IN FAVOUR OF THE EMPLOYER/UCO BANK ON BEHALF OF THE CONTRACTOR FOR THE PERFORMANCE AND DISCHARGE OF THE OBLIGATIONS OF THE CONTRACTOR UNDER THE SAID CONTRACT ENTERED INTO BY AND BETWEEN THE EMPLOYER/UCO BANK AND THE CONTRACTOR.



AND WHEREAS THE EMPLOYER/UCO BANK HAS FORWARDED A DRAFT BANK GUARANTEE WHICH THE CONTRACTOR HAS SCRUTINISED AND APPROVED AND THEREAFTER REQUESTED THE GUARANTOR BANK TO ISSUE A BANK GUARANTEE IN FAVOUR OF THE EMPLOYER/UCO BANK IN ACCORDANCE WITH THE TERMS CONTAINED IN THE DRAFT BANK GUARANTEE PROVIDED BY THE EMPLOYER UCO BANK.

NOW, THEREFORE, THESE PRESENTS WITNESSETH AND THE PARTIES HEREBY AGREE AS FOLLOWS:

1. THE GUARANTOR BANK HEREBY UNDERTAKES TO PAY TO THE EMPLOYER/UCO BANK UPTO RS AS MAY BE DUE AND PAYABLE UNDER THIS GUARANTEE ON THE FIRST DEMAND BEING MADE WITHOUT ANY DEMUR IRRESPECTIVE OF ANY DISPUTE BETWEEN THE CONTRACTOR AND THE EMPLOYER/UCO BANK IN RESPECT OF ANY AMOUNT OF CLAIM AGAINST THE CONTRACTOR AS BEING DUE BY WAY OF LOSS OR DAMAGE CAUSED TO AND SUFFERED BY THE EMPLOYER/UCO BANK WITHOUT ANY QUESTION AS TO THE FACTUM OR QUANTUM THEREOF PROVIDED THAT THE LIABILITY OF THE GUARANTOR BANK UNDER THIS GUARANTEE SHALL BE RESTRICTED TO AN AMOUNT NOT EXCEEDING RS
2. THE BANK GUARANTEE CONTAINED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT FOR A PERIOD OF YEARS FROM THE EXECUTION HEREOF AND THAT IT SHALL CONTINUE TO BE ENFORCEABLE BY THE EMPLOYER BANK TILL ALL THE DUES THEREUNDER OR BY VIRTUE OF ANY AGREEMENT HAVE BEEN DULY PAID AND THE CLAIM WILL BE SATISFIED OR DISCHARGE OR THAT THE SAID AGREEMENT/CONTRACT IS FULLY CARRIED PUT BY THE SAID CONTRACTOR .
3. THE GUARANTOR BANK AGREES AND DECLARES THAT THE EMPLOYER/UCO BANK HAVE FULLEST LIBERTY WITHOUT THE WRITTEN CONSENT OR PRIOR APPROVAL AND WITHOUT AFFECTING ANYTHING IN ANY MANNER ANY OBLIGATION HEREUNDER TO VARY ANY OF THE TERMS AND CONDITIONS OF THE SAID AGREEMENT/CONTRACT OR TO EXTEND THE TIME OF PERFORMANCE BY THE CONTRACTOR FROM TIME TO TIME OR TO POSTPONED AT ANY TIME OR FROM TIME TO TIME ANY OF THE POWERS EXERCISABLE BY THE EMPLOYER UCO BANK AGAINST THE CONTRACTOR AND TO FORBEAR TO ENFORCE ANY OF THE TERMS AND CONDITIONS RELATING TO THE SAID AGREEMENT/CONTRACT AND IT IS DECLARED THAT NOT WITHSTANDING ANY SUCH VARIATION OR EXTENSION OR FORBEARANCE, ACT, OMISSION OR INDULGENCE ON THE PART OF THE EMPLOYER/UCO BANK IN FAVOUR OF THE CONTRACTOR, THE GUARANTOR BANK SHALL NOT BE RELEASED OF ITS LIABILITY BY REASON OF ANY SUCH VARIATION, EXTENSION, ACTS OR FORBEARANCE.
4. THE GUARANTOR BANK HEREBY UNDERTAKES NOT TO REVOKE THE GUARANTEE DURING ITS CURRENCY EXCEPT WITH THE PREVIOUS CONSENT OF THE EMPLOYER/UCO BANK AND THIS GUARANTEE WILL NOT BE DISCHARGED DUE TO THE CHANGE IN THE CONSTITUTION OF THE EMPLOYER BANK OR THE GUARANTOR BANK OR THE CONTRACTOR.
5. ANY CLAIM FOR THE BREACH OF CONTRACT BY THE CONTRACTOR OR FOR ANY LOSS OR DAMAGES SUFFERED BY THE EMPLOYER/UCO BANK SHOULD BE MADE BY INVOCATION OF THESE BANK GUARANTEE WITHIN ITS VALIDITY PERIOD. NO CLAIM UNDER THIS GUARANTEE SHALL BE ENTERTAINED BY THE GUARANTOR BANK AFTER 3 MONTHS FROM THE DATE OF EXPIRY OF THE BANK GUARANTEE PERIOD.
6. THAT ON INVOCATION OF THE BANK GUARANTEE THE BANK WOULD PAY TO THE EMPLOYER UCO BANK WITHOUT ANY QUESTION AS TO ANY BREACH OF THE AGREEMENT OR LOSS SUSTAINED OR OTHERWISE AND THE INVOCATION IN TERMS OF THE GUARANTEE WILL BE TAKEN AS FINAL AND CONCLUSIVE.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN :



- (1) OUR LIABILITY UNDER THIS BANK GUARANTEE SHALL NOT EXCEED RS
.....(RUPEES.....) ONLY
- (2) THIS BANK GUARANTEE SHALL BE VALID UPTOAND
- (3) WE ARE LIABLE TO PAY THE GUARANTEED AMOUNT OF ANY PART THEREOF UNDER THIS
BANK GUARANTEE ONLY AND ONLY IF YOU SERVE UPON A WRITTEN CLAIM OR DEMAND
ON OR BEFORE(DATE OF EXPIRY OF GUARANTEE).

IN WITNESS WHEREOF THE PARTIES HEREIN EXECUTED THESE PRESENTS ON THE
.....DAY OF OF AT
.....

Signed, sealed and delivered by

..... Bank by its
Authorized agent Mr
Being the Manager ofBank
OfBranch.

In the presence of:

- 1.
- 2.

Signature



**FORM OF PERFORMANCE SECURITY
(BANK GAURANTEE)**

IN CONSIDERATION OF THE UCO Bank (hereinafter called the Employer) having agreed to place order on M/S ----- (hereinafter called the Contractor) for execution of contract against the tender being tender no. Datedfor construction of Residential Buildings, Sanitary & Plunging and Area Development work for Construction of Bank' Building at ----- as per agreement dated and the Contractor having agreed to execute the contract against the said tender and the contractor having agreed to furnish a Bank Guarantee of Rs. ----- (Rupees ----- Only) litigations for fulfillment of said contract in terms and conditions of the said tender we (Name of the Bank) do hereby undertake to pay to the Employer an amount not exceeding Rs: ----- against any loss or damage caused to or suffered by the Employer by reasons of any breach of the said contract of any of the terms and conditions contained in to said tender.

We (Name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on demand from the Employer stating that the amount claimed is due by way of the contractor's failure to perform the Agreement to be executed between Employer and contractor. Any such demand made on the Bank shall be conclusive as regards the amount due payable by Bank under this guarantee. However, our liability under this guarantee, shall be restricted to an amount not exceeding Rs. ----- (Rupees ----- Only) **AND FOR THE PERIOD OFYEARS/MONTHS FROM THE DATE HEREOF.**

We undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes by the Contractor in any suit or proceeding pending before any court of Tribunal relating there to, or liability under this present being absolute and unequivocal.

The payment so made by us under this **GUARANTEE** shall be a valid discharge of our liability or payment there under and the contractor shall have no claim against us for making much payment.

We (Name of Bank) further agrees that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance or the Agreement to be executed between Employer and contractor and that, it shall continue to be enforceable till all dues of the Employer under or by virtue the said Agreement have been full paid and its claims satisfied or discharged or till appropriate Authority certifies that terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the (Date) ----- we shall be discharged from all liability under this guarantee.

We (Name of Bank) further agree/s with the Employer that the Employer shall have the fullest liberty, without our consent and without affecting in any manner our obligations of the said Agreement to extend time of performance by the said contractor from time to time or to postpone for any time or from time to any of the powers exercisable by the Employer against the said Contractor, and to forebear or enforce any if the terms and conditions relating to the said Agreement, and we shall not be relieved to the said Agreement and we shall not be relieved from our liability by reasons of any such variation or for any such variation or for any forbearance ay or omission on the part of the Employer any indulgence by the Employer to the said contractor .



By any such matter or thing whatsoever, which under the law relating to sureties would but for this provision have effect of so relieving us.

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

We (Name of Bank) **FURTHER AGREE THAT WE SHALL NOT REVOKE** this guarantee during the currency **OF THIS GUARANTEE EXECPT** with the previous consent of the employer/**UCO BANK** in writing.

Notwithstanding anything contained herein :

- (1) Our liability under this Bank guarantee shall not exceed Rs(Rupees.....) only
- (2) This Bank Guarantee shall be valid uptoand
- (3) We are liable to pay the guaranteed amount of any part thereof under this Bank Guarantee only and only if you serve upon a written claim or demand on or before(date of expiry of Guarantee).

Signature and seal of the guarantor.

Name of Bank _____

Address _____ Date _____

