

**PROFORMA FOR COMBINED BANK GUARANTEE (CBG) FOR CONTRACT
PERFORMANCE AND WARANNTY**

NOTE:

1. This guarantee has to be furnished by a Nationalized Bank /Scheduled Bank authorised by RBI to issue a Bank Guarantee excepting Bank of China. NUPPL reserves its right to reject the Bank Guarantee if the same is not in the specified format.

2. The Bank Guarantee should be furnished on Stamp paper of value not less than Rs.80/- as per Stamp Act.

3. The stamp papers should be purchased in the name of Bank executing the Guarantee/Bidder.

4. In the case of foreign bidder the B.G. may be furnished by an international reputed Bank acceptable to the PURCHASER/ RBI.

5. The Bank Guarantee shall be valid till the completion of warranty period with a grace period of three months thereafter.

6. The validity of BG must be for at least Months.

7. Any deviation in this format will not be acceptable.

DATE: -----

Bank Guarantee No.....

To

The Chief Executive Officer
Neyveli Uttar Pradesh Power Limited,
Ghatampur Thermal Power Project Site Office,
Near Lahurimau – Kasimpur Village,
Ghatampur Tehsil, P.O. Samuhi – 208 001
Kanpur Nagar Dist., Uttar Pradesh.

Dear Sirs,

1.0 In consideration of the NUPPL hereinafter referred to as the PURCHASER, which expression shall, unless repugnant to the context or meaning, thereof include its successors, representatives and assignees, having awarded in favour of M/s. **M/s** having registered office at, hereinafter referred to as the BIDDER, which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assignees, a Contract, hereinafter referred as the "CONTRACT" for the "**.....(Subject of Work)**" on terms and conditions set out interalia, in the PURCHASER`s Contract /Letter of Award No. **Lr. No.** **Dt.** as well as "CONTRACT" documents, valued at **Rs.**/- **(Rupees only) including GST** and the same having been unequivocally accepted by the BIDDER and the BIDDER having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire "Contract" including the warranty obligations /liabilities under the contract equivalent to% of the said value of the Contract if any, to the PURCHASER amounting to Rs..... (Rupees) as Contract Security in the form of a Bank Guarantee.

- 2.0 We,(Name).....(Address) hereinafter referred to as the "**Bank**" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees do hereby irrevocably guarantee and undertake to pay the PURCHASER merely on demand without any previous notice and without any demur and without referring to any other source, any and all monies payable by the BIDDER by reason of any breach by the said BIDDER of any of the terms and conditions of the said CONTRACT including non-execution of the "CONTRACT AGREEMENT" to the extent of% of the Contract price at any time upto (day /month/ year). Any such demand made by the PURCHASER on the bank shall be conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any court, tribunal, arbitration or any other authority. The Bank agrees that the guarantee herein contained shall continue to be enforceable till this sum due to the PURCHASER is fully paid and claims satisfied or till the PURCHASER discharges this Guarantee.
- 3.0 The Bank further irrevocably guarantees and undertakes to pay any and all monies due and payable by the BIDDER by reasons of non-fulfilment of any of the following obligations.
- 4.0
- 4.1 For the successful and satisfactory operation of equipment/items/materials furnished and erected under the said Contract as per the specifications and documents.
- 4.2 That the equipment/items/materials installed under the said Contract shall be new and in accordance with Contract Documents and be free from all defects in design, material workmanship and performance including modifications, improvements and replacements for a period of 12 calendar months, from successful completion of take over test of the work of equipment/items/materials and that immediately upon intimation / written notice from the PURCHASER, the BIDDER shall remedy free of expenses to the PURCHASER such defects as noticed and developed under the normal use of the said equipment/items/materials, within the said guarantee period.
- 5.0 The PURCHASER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time, to extend the time of performance by the BIDDER. The Bank shall not be released from its liabilities under these presents by any exercise of the PURCHASER of the liberty with reference to the matter aforesaid.
- 6.0 The PURCHASER shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any Powers vested in them or of any right which they might have against the BIDDER and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the CONTRACT between the PURCHASER and the BIDDER or any other course or remedy or security available to the PURCHASER and the BANK shall not be released of its obligations/ liabilities under these presents by any exercise by the PURCHASER of his liberty with reference to the matters aforesaid or any of them or by reasons of any other act or forbearance or other acts of omission or commission on part of the PURCHASER or any other indulgence shown by the PURCHASER or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank Guarantee. The Bank further undertakes not to revoke this guarantee during its currency without the previous consent of the PURCHASER.
- 7.0 The Bank further agrees that the decision of the PURCHASER as to the failure on the part of the BIDDER to fulfill their obligations as aforesaid and/or as to the amount

payable by the BANK to the PURCHASER hereunder shall be final, conclusive and binding on the BANK.

8.0 The Bank also agrees that the PURCHASER shall be entitled at his option to enforce this guarantee against the BANK as a principal debtor, in the first instance notwithstanding any other Security or guarantee that it may have in relation to the BIDDER's liabilities.

9.0 This guarantee will not be discharged due to the change in the constitution of the BANK or the BIDDER(S).

10.0 This Guarantee is subjected to rules of URDG, ICC Publication No 758 Except ARTICLE 34 & ARTICLE 35, for that purpose this Guarantee is governed by Indian Laws & having Jurisdiction of Indian Courts.

11.0 Notwithstanding anything contained herein:

11.1 Our liability under this bank guarantee shall not exceed(in words)

11.2 This bank guarantee shall be valid upto; and 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 beforeReturn of this document to us by any person before the aforesaid date will, however, extinguish our liability as on the date of return.

Signature:
Name in Block Letters
Designation:
Staff Code No.
Banker's Seal
Attorney as per power of
Attorney No.....dt.....

Witnesses:

1. Signature

2. Signature

Name in Block Letters

Name in Block Letters

Occupation and Address

Occupation and Address