

HIGH COURT OF JUDICATURE AT ALLAHABAD
(LUCKNOW BENCH)

Notice for Inviting Tender

Sealed tenders are invited from the reputed registered firms/agencies/authorised dealers, for hiring of trucks for shifting and transportation (packing, loading and unloading) of records/files, furniture and other articles from present High Court Building, Kaiserbagh, Lucknow to the New High Court Building, Vibhuti Khand (Faizabad Road), Gomti Nagar, Lucknow. **The Last date of bid submission is 16.05.16 (Monday) by 12.00 noon and opening of bid on 16.05.16 (Monday) at 3.00 p. m.**

For detailed information, the official website of Allahabad High Court: www.allahabadhighcourt.in can be visited.

Sd/-
Senior Registrar
High Court Lucknow Bench,
Lucknow.
Ph.: 2622212, Fax: 0522-2272328
www.allahabadhighcourt.in

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HIGH COURT OF JUDICATURE AT ALLAHABAD
(LUCKNOW BENCH)

Tender Notice

Sealed tenders are invited from the reputed original registered firms/agencies/Authorised dealers for hiring of trucks for shifting and transportation (Packing, loading and unloading) of records/files, furniture and other articles from present High Court Building, Lucknow Bench, Qaiserbagh, Lucknow to the new High Court Building, Vibhuti Khand { Faizabad Road }, Gomtinagar, Lucknow.

S.N o	Name of Work	Completion of work
	Hiring of Trucks for shifting Size- Length 17 ft. / 19 ft. and Width 7 ft. to 9 ft.	30 Days (May be Extended).

Earnest Money Deposit: Rs. 25,000/- (Rupees Twenty Five Thousand Only). {In the form of Demand Draft from any Scheduled Bank drawn in favour of Senior Registrar, High Court Lucknow Bench, Payable at Lucknow.

Performance Bank Guarantee: Successful bidder has to deposit Rs. 1,00,000 (Rupees One Lac Only) in the prescribed proforma from any scheduled bank (valid for 6 months).

Last date of bid submission: 16.05.2016 (Monday) by 12.00 Noon.

Opening of Bid: 16.05.2016 (Monday) at 3.00 p. m.

Tender documents and other details can be obtained on any working day during the office hours from the Cash Counter at High Court, Lucknow Bench on payment of Rs. 200/- (Rupees Two Hundred only) in Cash or by Demand Draft {in favour of Senior Registrar, High Court Lucknow.} The tender documents and other details are also available on the website of High Court (www.allahabadhighcourt.in), which may be downloaded and used for submitting the tenders alongwith the Demand Draft of Rs. 200/- (Rupees Two Hundred only) in favour of Senior Registrar, High Court Lucknow Bench, Payable at Lucknow as tender fee.

Agencies are advised to depute representative at the time of opening of the tender. The tender without required documents shall be rejected. High Court shall not be responsible for any delay/loss of documents.

Interested and eligible Bidders may submit their Bid either personally or by registered post/speed post/courier addressed to the **“Senior Registrar, High Court, Lucknow Bench, Lucknow, 226001.”**, so as to reach the office of the Senior Registrar on or before 16.05.2016 (Monday) by 12.00 noon.

High Court Lucknow reserves the right to reject any or all the tenders so received without assigning any reasons whatsoever.

Sd/-
Senior Registrar

Invitation for Bids

Sealed Bids are invited, from reputed and eligible Bidders for shifting and transportation (packing, loading and unloading) of record/files, furniture and other articles from present High Court Building, Kaiserbagh, Lucknow to the newly constructed New High Court Building, Vibhuti Khand (Faizabad Road), Gomti Nagar, Lucknow. , Lucknow. Bids are invited for the work mentioned here under:

S. NO.	Item	Description
1	Scope of Work	Tender for for shifting and transportation (packing, loading and unloading) of record/files, furniture and other articles from present High Court Building, Kaiserbagh, Lucknow to the newly constructed New High Court Building, Vibhuti Khand (Faizabad Road), Gomti Nagar, Lucknow.
2	Procurement of Tender Document	Tender document can be procured by depositing Rs. 200/- cash at cash counter of High Court, Lucknow Bench or can be downloaded from the official website of Allahabad High Court www.allahabadhighcourt.in and to be submitted alongwith the Demand Draft of Rs. 200/- (Rupees Two Hundred Only) in favour of Senior Registrar, High Court, Lucknow Bench, Lucknow payable at Lucknow.
3	Letter for submission of Tender	Enclosed as Annexure - 1
4	General Information	Enclosed as Annexure - 2
5	Eligibility Criteria	Enclosed as Annexure - 3
6	Letter of Authorisation for Attending the Bid Opening	Enclosed as Annexure - 4
7	Compliance Sheet for Eligibility Criteria	Enclosed as Annexure - 5
8	Proforma of Financial Bid	Enclosed as Annexure - 6
9	Last date of submission of Bid	16.05.2016 (Monday) by 12.00 noon.
10	Date of opening of Bid	16.05.2016 (Monday) at 03.00 p.m.
11	Earnest Money Deposit	Rs.25,000/- (Rupees Twenty Five Thousand Only) by Demand Draft in favour of Senior Registrar, High Court Lucknow Bench, payable at Lucknow or in the form of Bank Guarantee from any Scheduled Bank in the format prescribed for EMD in the Tender Document as Annexure - 7
12	Performance Bank Guarantee as Security	Successful bidder has to deposit Rs. 1,00,000/- (Rupees One Lac Only) as Performance Bank Guarantee Security in the prescribed proforma from any scheduled bank (valid for 6 months) at the time of award of Contract. (Annexure - 8)
13	Place of opening of Tender	In the Chamber of Joint Registrar (J) (Accounts)/ (Nazarat), High Court, Lucknow Bench, Lucknow
14	Address for communication	Senior Registrar, High Court ,Lucknow Bench, Lucknow.

Note : -

*Any future Corrigenda/ amendment shall be posted only on the official website of Allahabad

High Court www.allahabadhighcourt.in . Tenderers are advised to visit the website regularly during this period. In case of any query please contact to **Mohd. Rizwan, Mob. No. 8004905697, Section Officer (NAZARAT)**, High Court Lucknow Bench, Lucknow.

Sd/-
Senior Registrar,
HIGH COURT Lucknow Bench

Annexure-1

Letter for Submission of Tender {On Letter Head}

To

The Senior Registrar,
High Court Lucknow Bench,
Lucknow (U P)

Subject: Tender for hiring of trucks for shifting and transportation (Packing, loading and unloading) of record/files, furniture and other articles from present High Court Building, Kaiserbagh, Lucknow to the newly constructed New High Court Building, Vibhuti Khand (Faizabad Road), Gomti Nagar, Lucknow., against Tender No.02/HIGH COURT/2016.

Dear Sir,

Having examined the Tender Document as a whole relating to hiring of trucks for shifting and transportation (Packing, loading and unloading) of record/files, furniture and other articles from present High Court Building, Kaiserbagh, Lucknow to the newly constructed New High Court Building, Vibhuti Khand (Faizabad Road), Gomti Nagar, Lucknow and having understood the provisions and requirements relating to the Tender, we hereby submit our offer and confirm our acceptance to execute the order within the time period specified in the Tender Document, at the rates quoted by us in the accompanying Financial Bid. If, after acceptance of offer, we fail to sign the agreement and submit the Performance Guarantee or complete the work within the stipulated time as described in the Tender Document we agree that, ALLAHABAD HIGH COURT (Lucknow Bench) shall have full authority to forfeit the earnest money/ security deposit and cancel our order with no obligation on their part.

We confirm having deposited earnest money **Rs. 25,000/- (Rupees Twenty Five Thousand Only)**.

1. By Demand Draft No..... dated drawn on
..... Bank Branch attached here to,

OR

2. By Bank Guarantee No dated issuing Bank Branch
..... and the information required, is as per annexures attached.

I/we further confirm that –

- i. All the terms and conditions mentioned in the Tender Document have been fully examined and full cognizance thereof has been taken in arriving at the price/ Tendered sums contained in my/ our Tender.
- ii. I/ We confirm that we satisfy the qualifying criteria as prescribed in the Tender Document and have attached the requisite documents as documentary proofs. In case you require any further information/documentary proof in this regard during evaluation of our Bid, we agree to furnish the same in time to your satisfaction.
- iii. I/we have successfully executed orders of similar nature and we have sufficient experience and financial strength in handling orders of this value.

- iv. I/we have sufficient qualified/ skilled manpower and necessary materials to execute the Contract efficiently in the specified time schedule.
- v. The quoted rates shall be valid for not less than 6 months from the date of opening of Technical Bid of this Tender.
- vi. I/we further confirm that all the pages of the Tender Document have been read, understood and signed and there is no deviation/discrepancy.

- vii. I /We further declare that the prices stated in our proposal are in accordance with your Terms & Conditions in the Tender Document.
- viii. I /We hereby declare that in case the Contract is awarded to us, we shall submit the Performance Guarantee Bond in the form of Bank Guarantee in the format prescribed in the Tender Document (the format of Performance Bank Guarantee is provided in the Tender Document at Annexure-8) for the amount of **Rs. 1,00,000/- (Rupees One Lac Only)** within 03 days of receipt of letter of intent from the Allahabad High Court (Lucknow Bench) and sign the Contract Agreement.
- ix. I /We agree with the payment terms specified in the Tender Document.
- x. It is being certified that all the information's provided in this Bid are true and correct to the best of my /our knowledge and belief. We hereby declare that our proposal is made in good faith, without collusion or fraud. No forged /tampered document(s) are produced with the Bid for gaining unlawful advantage.
- xi. I /We assure the Allahabad High Court (Lucknow Bench) that neither I/We nor any of my/our workers, will do any act which is improper / illegal during the execution on the Contract, in case the Contract is awarded to me/us.
- xii. I /We assure the Allahabad High Court (Lucknow Bench) that I / We will not be outsourcing any work specified in the Tender Document without the written permission of Allahabad High Court (Lucknow Bench), to any other person whether incorporated or not.
- xiii. I/We, further certify that I/We, possess all the statutory /non-statutory registrations, permissions, approvals, etc., from the Competent Authority for providing the requisite services,
- xiv. I/We hereby declare that this Bid on acceptance communicated by you shall constitute a valid and binding Contract between us.

Signature of Tenderer

With Stamp and Date

(Annexure-2)

GENERAL INFORMATION

S. No.	Item	Description (to be filled in by the Tenderer)
1.	EMD Details Instrument No. and date: Amount in Rs.: Name of the Bank and Branch:	
2.	Name and Address of the Tenderer	
3.	Fax	
4.	e-Mail	
5.	Mobile/ Telephone Number	
6.	Registration and incorporation particulars of the Tenderer indicating legal status such as company, partnership/ proprietorship concern, etc.	
7.	Name of Authorised signatory/ contact person and Telephone No.	
8.	Year of Establishment/ Incorporation	
9.	TIN number, Service tax Registration and PAN/GIR No.	
10.	Yearly Turnover of the last 3 financial years (i.e 2012-2013, 2013-2014 and 2014-2015)	
11.	Name and Address of the Banker	
12.	List of major clients with contact details and the size of orders executed (Completion Certificates to be attached)	
13.	Any other information document: please specify	

Note: Pl. attach copies of the relevant documents/certificates as a proof of submission. Separate sheets may be attached wherever necessary.

- B). The Bidder/ Tenderer should also enclose the following:
- i. A short description of your firm/company etc..
 - ii. The sample photographs of previous work are to be attached with Bid, along with the description of the work undertaken Viz. name of the client with contact details, place, date, and event description etc.

Note:

1. *Bidders to ensure that all*
 - *Pages have been signed and stamped by the authorized person.*
 - *Pages have been numbered.*

- *Documents are legible (clearly readable).*

Signature of the Tenderer in ink

With stamp and date

Annexure-3

Eligibility Criteria

The Bidder must fulfil the following criteria:

1. The Transport firm should be duly registered. A copy of the documentary proof must be submitted with the Tender document.
2. The transport firm should enclose a list of trucks registered and owned by the concerned firm, which should not be less than 5 trucks of 17 ft./19 ft. size , indicating complete description; such as, Truck No., Chassis No., kerb weight, maximum permissible load bearing capacity, licence, etc., in support of each truck.
3. List of drivers alongwith photocopy of their licences must be submitted with tender document.
4. The transport firm shall certify that they have adequate arrangement of labourers for packing, loading and unloading of trucks.
5. The transport firm shall also undertake and ensure that each truck has sufficient number of tarpaulins for covering each truck and the accessories like planks, ladder etc.
6. The transport firm should be a bonafide firm, having at least 3 years experience in transportation supported by documentary evidence.
7. An affidavit on a non-judicial stamp paper of Rs.10/- stating that the transport firm has never been black listed by any of the Central Govt./ State Govt.
8. The transport firm should be financially sound (enclose a copy of Income Tax Returns for last 3 years).

Signature of the Tenderer in ink

With stamp and date

Bid opening and evaluation of Bids

1. **Opening of Bids:** The Committee will open the Bids, in the presence of Bidders' representatives who choose to attend on the date specified, at the location mentioned in this Tender Document.
2. **Attendance:** Prospective Bidder representatives shall sign a register/ attendance sheet evidencing their attendance. In case, the Bid is not opened on the day specified in the Tender Document the Committee may decide to open the Bid on subsequent dates. In such case the date, time and place of opening of Financial Bid will be notified on the website.
3. **Preliminary Examination:** Before starting evaluation, the Bids will be examined to determine whether they are complete in all respect, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order. If Bid is determined as non responsive substantially, the Competent Authority will have all the right to reject it, without assigning any reason thereof.
4. **The process of evaluation of Bid is as follows:**
 - a. The Committee, appointed by the Allahabad High Court, Lucknow Bench will first verify that the Tender fee and EMD for Bid Security is in order and as per requirement of the Bid. The Committee will examine the Bid on Eligibility Criteria as specified. The scrutiny of technical proposals will be based on the Evaluation Criteria determined by the Committee.
 - b. After scrutiny and after having examined the proposal as per the requirement of the Allahabad High Court, the Allahabad High Court (Lucknow Bench) may accept the Bid price of the Bidder whose Bid is found to be the most technically viable or any other Bid found suitable or reject any or all of the Bids, without assigning any reasons thereof.
 - c. The Successful Bidder shall be required to enter into Contract Agreement with Allahabad High Court (Lucknow Bench) for executing the work. Contract Agreement shall be valid for a period of six months after the date of conclusion of the event.
5. **Contacting the Competent Authority:** Any effort on part of a Bidder to influence the Competent Authority, in its decisions on Bid evaluation; Bid comparison or award of contract may result in rejection of the Bidder's Bid.
6. **General:**
 - a. All the pages in the Bid shall be duly filled in, signed and complete in all respects.
 - b. The Bidder shall comply with the timeliness.
 - c. In case of delay in execution of the order, Allahabad High Court (Lucknow Bench) reserves the right of getting the work done from the open market. In such a case the Bidder will be liable to bear the difference in cost and a proportionate recovery from the Performance Security will be made by the Allahabad High Court (Lucknow Bench). The Bidder will also be blacklisted from participating in future Tenders of Allahabad High Court (Lucknow Bench).
 - d. The envelopes shall be addressed to the **“Senior Registrar, High Court Lucknow Bench, Lucknow, 226001”**. The envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late.” If the envelope is not sealed and marked, the Competent Authority will assume no responsibility for the Bids, misplacement or premature opening. In case of submission of Bid by Telex, Facsimile/Fax/ E-mail message, Bids will be rejected. Conditional Bids are liable to be rejected. Allahabad High Court (Lucknow

Bench) does not bind itself to accept the lowest or any other Bid and reserve the right to accept or reject any or all the Bids in full or in part without assigning any reason thereof at any stage.

Signature of the Tenderer in ink

With stamp and date

Special Technical Conditions

1. The work associated with this tender is essentially a service offered by the Bidder on hire basis. High Court does not intend to own the title of goods used in the said work of for packing, loading and unloading of record/files, furniture and other articles from present High Court Building, Kaiserbagh, Lucknow to the newly constructed New High Court Building, Vibhuti Khand (Faizabad Road), Gomti Nagar, Lucknow
2. As the work will be time bound nature, the work will have to be completed within the stipulated time frame, irrespective of holidays.
3. Successful Bidder must ensure standby arrangements at site in order to avoid crisis during the shifting. However, for all such standbys, Allahabad High { Lucknow Bench} Court would not be entertaining any extra rent, payment/claims raised by Successful Bidder at any time.
4. The Successful Bidder shall pool in adequate amount of skilled people, trained workers for the successful performance of its obligations under this Contract. The Successful bidder shall follow the applicable rules of the land in hiring/dealing with the workers employed at the site. The Allahabad High Court (Lucknow Bench) will have no obligation towards the workers employed by the Successful Bidder. The Successful Bidder is required to appoint a person who shall be entrusted with a task of coordinating with the officers of the Allahabad High Court (Lucknow Bench) during the period of this Contract.
5. Safety of the workers shall be the responsibility of the Successful Bidder. The Successful Bidder shall make all necessary arrangement for the safety of the workers and shall provide necessary safety equipments to all the workers while they are on work and ensure that they follow the safety instructions, without fail. The Successful Bidder shall keep the Allahabad High Court (Lucknow Bench) indemnified in case any claim that may arise out of any untoward incident during the performance of this contract by the Bidder. The Successful Bidder should have requisite insurance plans against the risks of fire, accident, theft etc for the performance of this Contract. The Successful Bidder shall ensure that such insurance is in place prior to commencing of the services under this Contract.
6. All duties, taxes and other levies payable by the Bidder under the Contract shall be included in the Total Price. The quoted prices must be on the basis of cost of overall services offered by the Bidder on hire basis at the Allahabad High Court (Lucknow Bench). Nothing extra or over the total price quoted by the Bidder shall be payable to the Bidder by Allahabad High Court (Lucknow Bench).
7. The Participating bidders are required to provide necessary details in the Bid. The High Court shall have the liberty to choose either of these mutually exclusive options for arriving at the total Contract Value.
8. It is mandatory for the Bidders to visit the High Court, Lucknow Bench with prior appointment on the date specified in the Tender Document and carry out their own measurements/ assessment of the requirement of the High Court. Assessment of the requirement, site survey and obtaining all measurements that are required to be taken will be the sole responsibility of the Bidder. No cost shall be payable to the Bidder for this purpose. The tender for packing, loading and unloading of record/files, furnitures and other articles from present High Court Building, Kaiserbagh, Lucknow to the newly constructed New High Court Building, Vibhuti Khand (Faizabad Road), Gomti Nagar, Lucknow is to be carried out as per specifications approved by the Competent Authority/ Committee appointed for the purpose.
9. The High Court may add/reduce/omit/delete the scale of some of the sub items mentioned under various core items of work specified in the Scope of work.

10. **Time is the essence of the Contract:** The Work under this Contract is highly critical, at any stage, If it is found that the performance, quality of work and material is not satisfactory or the Successful Bidder commits breach of any terms & conditions of the Contract, the Contract is liable to be terminated by giving 7 days notice, the Performance Security will be forfeited and the work will be assigned to another Firm/Company at the risk and cost of the Successful Bidder.
11. Incomplete or conditional Bid will not be accepted. No additional terms & conditions from Bidder/Tenderer will be accepted, at any stage.
12. The Bidder must provide confirmation on the name of the Authorised Signatory and his attested signature on the letter head of the Bidder indicating that the power of Attorney has been conferred upon such person to act on the behalf of the Bidder in respect of this Bid.
13. Goods during Transportation from Present High Court Building, Kaiserbagh, Lucknow to New High Court Building, Vibhuti Khand, Gomti Nagar, Lucknow should be insured during transit and premium to be paid by the Bidder **(amount for record/ files, furniture and other articles to be insured is Rs. 1 crore).**
14. Compliance to "Special Technical Conditions" and Tender Document as a whole, will be considered for overall evaluation of the Bid and non-compliance of any of the above terms & conditions and technical requirements of this Tender Document may lead to rejection of Bid.

Signature of the Tenderer in ink

With stamp and date

Annexure-4

Letter of Authorisation for Attending the Bid Opening

(ON THE LETTER HEAD OF THE BIDDER)

Sub: Authorization for attending the Bid opening on **16.05.2016 (Monday) at 3.00 p.m.** for shifting and transportation (Packing, loading and unloading) of record/files, furniture and other articles from present High Court Building, Kaiserbagh, Lucknow to the newly constructed New High Court Building, Vibhuti Khand (Faizabad Road), Gomti Nagar, Lucknow

Following person whose name and signature is appended below is hereby authorized to attend the Bid opening for the Tender mentioned above on behalf of the Bidder.....,office Address.....
.....

Name and specimen signature of the representative:
(Encircled and stamped by the Tenderer)

Name and specimen signature of the alternate representative:
(Encircled and stamped by the Tenderer)

**Signature of the Tenderer in ink
With stamp and date**

Annexure-5
Compliance Sheet for Eligibility Criteria

Name of the Transport Firm					
Transport Firm's Registration Date (Enclose registration copy)					
Details of Trucks owned by the Transporter (For 5 trucks of 17 ft./19 ft. size) *Enclose copies of RC- Registration Certificate for each truck	Truck Details	Truck No.	Year of Purchase	Maximum permissible load bearing capacity	Size (17 ft. /19 ft.)
	Truck 1				
	Truck 2				
	Truck 3				
	Truck 4				
	Truck 5				
Enclosed the list of Drivers having proper Driving Licence (YES / NO)					
Firm have adequate No. of Labourers for packing,loading and unloading (YES / NO)					
Firm have sufficient No. of Tarpaulins for covering each truck and the accessories like planks, ladder etc. (YES / NO)					
Firm have at least 3 years of experience in transportation (YES / NO)					
Firm has never been black listed by any of the Central Govt. /					

State Govt. (enclosed an affidavit on Non-Judicial Stamp Paper of Rs. 10/-) (YES / NO)	
Copies of Income Tax Returns filed by a firm (for the Financial Year 2012-2013, 2013-2014, 2014-2015)	

Annexure-6

Proforma of Financial Bid

Rate per Trip including all taxes

The rates per trip quoted for 17 ft. / 19 ft. truck for transportation only	The rates per trip quoted for 17 ft. / 19 ft. truck with loading & unloading of Records, Furniture and Other Articles	The rates per trip quoted for 17 ft. / 19 ft. truck with packing, loading & unloading of Records, Furniture and Other Articles

**Signature of the Tenderer in ink
with stamp and date**

Annexure 7

EMD BANK GUARANTEE PROFORMA

(To be executed on Non-Judicial Stamp Paper of Rs. 100/- or such higher value as per Indian Stamp Act, 1899 as applicable in the State of Uttar Pradesh. Stamp Paper shall be in the name of the Bank issuing the guarantee.)

Bank GUARANTEE NO. :

DATED :

1. In consideration of the High Court of Judicature at Allahabad Lucknow Bench (hereinafter called the "High Court") having agreed to accept the Earnest Money Deposit (EMD) of **Rs. 25,000/- (Twenty Five Thousand Only)** in the form of a Bank Guarantee from (Name of the Bidder) having its registered office at (hereinafter called the "Bidder") against the Bid of the Bidder for the due fulfilment of the terms and conditions of the Tender Document published for shifting and transportation (packing, loading and unloading) of record/files, furniture and other articles from present High Court Building, Kaiserbagh, Lucknow to the newly constructed New High Court Building, Vibhuti Khand (Faizabad Road), Gomti Nagar, Lucknow. We (Name and address of the Bank) (hereinafter called the "Bank") at the request of (Name of the Bidder) do hereby undertake to pay to the High Court acting through the Senior Registrar, High Court Lucknow Bench an amount against any loss or damage caused to or suffered by the High Court by reason of any breach by the Bidder of any of the terms and conditions contained in the Tender Document from the date of opening of the Bid.
2. We (Name of the Bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur, on a demand made by the High Court that the amount claimed is due to it on account of loss or damage caused to or suffered by the High Court Lucknow Bench by reason of breach of the terms and conditions of the Tender Document by the Bidder. Any such demand made on the Bank shall be conclusive as the amount due and payable by the Bank under this guarantee. However, the liability of the Bank under this guarantee shall be restricted to an amount of **Rs. 25,000/- (Twenty Five Thousand Only)**.
3. The Bank undertakes to pay to the High Court Lucknow Bench any amount of money so demanded notwithstanding any dispute(s) raised by the Bidder in any suit or proceedings before any court or tribunal in respect thereto. The liability of the Bank under this guarantee is absolute and unequivocal. The payment so made by the Bank under this guarantee shall be a valid discharge of its liability for payment hereunder and the Bidder shall have no claim against the Bank for making such payment.
4. We (Name of the Bank) further agree that the guarantee herein contained shall remain in force and valid up to a period of 3 months after the finalization of the contract and signing of the agreement.
5. We (Name of the Bank) undertake not to revoke this guarantee during its validity period without the previous consent of the High Court in writing.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.
7. This guarantee shall remain valid and in full effect from

Banker's Signature & Seal

Date:

Place:

Annexure 8

PERFORMANCE BANK GUARANTEE PROFORMA

(To be executed on Non-Judicial 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 shall 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 20__ between the High Court of Judicature at Allahabad Lucknow Bench (hereinafter referred to as the "High Court" which expression shall unless excluded by or repugnant to the context includes its successors) of the first part and the (hereinafter referred to as the "Bank" which expression shall unless excluded by or repugnant to the context include its successors) of the second part.
2. Whereas an agreement dated has been executed between the High Court and _____ having its registered office at _____ (hereinafter referred to as "Bidder") for shifting and transportation (packing, loading and unloading) of record/files, furniture and other articles from present High Court Building, Kaiserbagh, Lucknow to the newly constructed New High Court Building, Vibhuti Khand (Faizabad Road), Gomti Nagar, Lucknow (herein after referred to as "Agreement") and for providing service support as per the terms and conditions of the contract.
3. The Bidder has to furnish a Performance Bank Guarantee of **Rs. 1,00,000/- (Rupees One Lac only)** valid for a period of 06 months (Six months) after the completion of the entire work by way of security for the final, satisfactory completion of for shifting and transportation (packing, loading and unloading) of record/files, furniture and other articles from present High Court Building, Kaiserbagh, Lucknow to the newly constructed New High Court Building, Vibhuti Khand (Faizabad Road), Gomti Nagar, Lucknow for providing service support as per the terms and conditions of the Agreement.

AND WHEREAS on the request of the Bidder, the Bank executes these presents.

4.0. THIS DEED WITNESSES AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN PARTIES HERETO AS FOLLOWS:

- 4.1. The Bank hereby guarantees to the High Court that the (Name of the Bidder) is capable of executing the Agreement to the satisfaction of the High Court. In the event of non satisfactory performance of the contract, the Bank shall indemnify and keep the High Court indemnified of **Rs. 1,00,000/- (Rupees One Lac only)** valid for a period of 06 months (Six Months) after the completion of the entire work related to Tender floated for shifting and transportation (packing, loading and unloading) of record/files, furniture and other articles from present High Court Building, Kaiserbagh, Lucknow to the newly constructed New High Court Building, Vibhuti Khand (Faizabad Road), Gomti Nagar, Lucknow, against any loss or damage that may be caused to or suffered by the High Court on account of such non satisfactory performance of the contract and the decision of the High Court Lucknow Bench in this regard will be final and conclusive.

4.2. In consideration of the aforesaid clause 4.1 and at the request of the Bidder, we the Bank hereby irrevocably and unconditionally guarantee that the Bidder shall perform in an orderly manner its contractual obligations in accordance with the terms and conditions set forth in the Agreement and in the event of the Bidder's failure to do so, the Bank shall unconditionally pay to the High Court, on demand, any amount up to the value mentioned in clause 4.1, without any reference to the Bidder and without questioning the claim.

4.3. In the event of non-satisfactory performance of the contract, the decision of the High Court in this regard shall be final and conclusive and binding on the Bank without

demur. The Bank shall pay forthwith the amount demanded by the High Court not withstanding any dispute, if any, between the High Court Lucknow Bench and the Bidder.

4.4. The Bank further agrees that the guarantee herein shall remain in force during the period mentioned in Clause 4.1 above and also any extended period provided by the High Court Lucknow Bench beyond the aforesaid period.

4.5. This Guarantee shall not be affected by any change in the constitution, amalgamation, absorption or reconstitution of the Bidder or the Bank.

4.6. The Bank undertakes not to revoke this guarantee at the instance of the Bidder for any reason whatsoever.

4.7. The Bank further agrees that in order to give full effect to the Bank guarantee, the High Court shall be entitled to act as if the Bank were its principal debtors in respect of its claim against the Bidder and the Bank hereby expressly waives all its rights of surety ship and other rights, if any, which are in any way inconsistent with this Guarantee.

Notwithstanding anything herein above, liability of the Bank under this guarantee is restricted to Rs. (Rupees) only and it will remain in force up to the period specified in Clause 4.1.

COUNTERSIGNED

Signature:

Name:

Designation:

Organization:

Signature:

Name:

Designation:

Organization: