

**FORMAT OF INDIVIDUAL BIDDER COMPANY GUARANTEE (TO BE MADE ON STAMP
PAPER OF REQUISITE VALUE AND NOTORISED**

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at _____ this _____ day of _____ by M/s. _____ (mention complete name) a company duly organized and existing under the laws of _____ (insert jurisdiction / country), having its Registered Office at _____ hereinafter called “the Guarantor” or the “Successful Bidder”, which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

- A. Pepsu Road Transport Corporation, a public development authority hereinafter called “PRTC” or “Concessioning Authority”, which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, had invited Bids / proposals for the “Project” – Development, Financing, Designing, Construction and Operation & Maintenance of Bus Terminal – cum – Commercial Complex at Bathinda by issuing Request For Proposal (“RFP”) document (including its addendums) to the pre-qualified prospective “Bidders” to implement the said Project for and on behalf of the Concession Authority.
- B. M/s. _____ (mention complete name), a company duly organized and existing under the laws of India (insert jurisdiction / country), having its Registered Office at _____ (give complete address) hereinafter called the Special Purpose Company “the SPC”, which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, is a Subsidiary¹ of the Guarantor, and has been formed for the development of the Project with one of the condition that the SPC shall arrange a guarantee from its Parent / Holding company i.e. Guarantor, guaranteeing due and satisfactory performance of the work covered under the said RFP document (including its addendums) or any change made in may be deemed appropriate by the PIDB / PRTC at any stage.
- C. The Bid / proposal submitted by the Guarantor was accepted by Punjab Infrastructure Development Board (hereinafter referred as “PIDB” or the “Confirming Authority”) and this Guarantor was declared as the “Successful Bidder”. Accordingly, the Guarantor is executing this

¹ Subsidiary Shall mean and include – in case of a company or corporation, which is directly or indirectly owned by the Guarantor (Parent / Holding Company), by way of ownership of more than 50% (Fifty Per Cent) of the voting shares of such Subsidiary company. In case of a person (which is not a company or corporation), the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise.

Deed of Guarantee towards / in favour of its SPC after the issuance of Notice of Award (NOA) dated _____ by PIDB to the Guarantor / Successful Bidder.

- D. The Guarantor represents that it has gone through and understood the requirement of the above said RFP document (including its addendums) and are capable of and committed to provide technical, financial and such other supports as may be required by the SPC for the successful execution of the same.
- E. The Guarantor is executing this Deed of Guarantee in favour of PRTC, wherein the Guarantor and the SPC shall be jointly and severally liable towards the Project and the Guarantor shall also be pledging / providing technical, financial and such other supports as may be necessary to the SPC for performance of the work relating to the said Project as per the RFP document (including its addendums) and as per the Concession Agreement contained in the RFP document.
- F. Accordingly, at the request of the Guarantor and in consideration of and as a requirement for PRTC to enter into agreement(s) with the SPC, the Guarantor hereby agrees to give this guarantee and undertakes as follows:
1. The Guarantor (Parent / Holding Company) unconditionally agrees that in case of non-performance by the SPC of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by PRTC, take up the Project without any demur or objection, in continuation and without loss or time and without any cost to PRTC and duly perform the obligations and responsibilities of the SPC to the satisfaction of PRTC. In case the Guarantor also falls to discharge its obligations herein and is not able to complete the Project satisfactorily, PRTC shall have absolute rights for effecting the execution of the Project from any other person at the risks and costs of the Guarantor. The Guarantor also undertakes to make good any loss that may be caused to PRTC for any non-performance or unsatisfactory performance by the Guarantor or the SPC of any of their obligations.
 2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the Project (including discharge or the warranty obligations) awarded to the SPC till the completion of the Concession Period (including any extension).
 3. The Guarantor shall be jointly with the SPC, as also severally responsibly for the satisfactory execution and performance of Project during the currency of the “Concession Agreement” to be entered amongst the SPC, PRTC, Department of Transport, Punjab and Punjab Infrastructure Development Board (PIDB).
 4. The liability of the Guarantor, under this Guarantee, shall be limited to the scope of the Concession Agreement to be entered amongst the SPC, PRTC, Department of Transport, Punjab and Punjab Infrastructure Development Board (PIDB). In no event shall the Guarantor’s liability hereunder, either in its capacity of Guarantor or as a Concessionaire

– should it perform the contract agreement(s) in the event of the SPC’s non-performance as per Para / Point 1 hereinabove, exceed that of the SPC’s liability under the mutually agreed Project contract awarded to the SPC. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the SPC.

5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals, permits and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor’s obligation hereunder.
6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of only Chandigarh, India.
7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion from any person and that the Guarantor has fully understood the implications of the same.
8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligation hereunder do not contravene any existing law or any judgment.
9. The Guarantor represents and confirms that in pursuance to Para / Point 8, the Guarantor has submitted and provided to PRTC (with this Deed of Guarantee), a valid Board Resolution duly authorizing the Guarantor to pledge / provide technical, financial and such other supports as may be necessary for performance of the work relating to the said Project as per the RFP and Concession Agreement.

For & on behalf of (Parent / Holding Company)

M/s _____

Witness:

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