

as mentioned and subject to the general / commercial terms & conditions and stipulations contained in this agreement.

- (3) In consideration of the due provision, executions, completion of the Supply, as agreed to by the Supplier as aforesaid, the Purchaser company hereby agrees to pay all the sums of money as and when they become due and payable to the supplier under the provisions of the agreement and such payment to be made at such times and in such manner as provided in the agreement.
- (4) In respect of the said Tender as per the terms & conditions of this Agreement, the Supplier has deposited amount in Cash or DD or has provided valid Bank Guarantee of Rs. .... (Rupees..... only) with the Purchaser Company towards performance guarantee of execution period i.e. for security deposit of the supply material / items.
- (5) Upon breach by the Supplier of any of the conditions of this Agreement, the Purchaser Company may give a notice in writing to rescind, determine and put to an end to the A/T without prejudice to the right of the Purchaser company to claim damages for antecedent breaches thereof on the part of the Supplier and also to claim reasonable compensation /risk & cost purchase for the loss occasioned by the Purchaser Company due to failure of the Supplier to fulfill the Order as certified in writing by the Purchaser for which Certificate shall be conclusive evidence of the amount of such compensation payable by the Supplier to the Purchaser.
- (6) The Purchaser Company shall not be bound to take the whole or any part of the ordered quantity herein or therein mentioned in the LOA / AT and may cancel the contract at any time after giving **ONE MONTH'S NOTICE IN WRITING** without compensating the Supplier.
- (7) This Agreement shall remain in force till the expiry of satisfactory performance of the Supply during Guarantee /Warranty period including for the quantity mentioned in the repeat order, if any as per the terms & conditions of the LOA / AT.
- (8) Any Notice in connection with the Supply including the Notice for termination may be given by the Purchaser or any Authorized Officer for the said purpose as per the Commercial Terms & Conditions of the LOA / AT.
- (9) If subject to the circumstances beyond control i.e. Force Majeure conditions, the Supplier fails to deliver the materials, the same shall be governed as per the Tender Documents.
- (10) The agreed value, extent of supply, delivery dates, specifications, and other relevant matters may be altered by mutual agreement as per the policy of the purchaser Company and if so altered shall not be deemed or construed to mean or apply to affect or alter other general /commercial terms & conditions of the agreement and the agreement so altered or revised shall be and shall always be deemed to have been adhered subject to and without prejudice to said stipulation.
- (11) The following is the Schedule forming part of this agreement as provided herein above:

**SCHEDULE****List of documents:**

- 1.
- 2.
- 3.

**In witness whereof the parties hereto have set their hands** and seals this day, month and year first above written.

**Place:**

**Date:**

**1. Signed, Sealed and delivered by (Supplier):**

(Signature with Name, Designation & official seal / stamp)

For and on behalf of M/s. \_\_\_\_\_ **(Supplier)**  
**(Complete Name, Address of the authorised person of the Supplier with Authority letter or Board's Resolution in case of company)**

In the presence of Name, full Address & Signatures:

- i) \_\_\_\_\_  
\_\_\_\_\_
- ii) \_\_\_\_\_  
\_\_\_\_\_

**2. Signed, Sealed and Delivered by (Purchaser):**

(Signature with Name, Designation & official seal / stamp)

For and on behalf of \_\_\_\_\_ **(Purchaser),**  
**(Complete Name, Designation & Location / Address of the authorized officer as per DOP of the Purchaser Company)**

In the presence of Name, full Address & Signatures:

- i) \_\_\_\_\_  
\_\_\_\_\_
- ii) \_\_\_\_\_  
\_\_\_\_\_

**EMD BANK GUARANTEE FORMAT****(BANK GUARANTEE ON NON-JUDICIAL STAMP PAPER OF Rs.300/-)**

WHEREAS M/s. \_\_\_\_\_ (Name and Address of the Firm) having their registered Office at \_\_\_\_\_ (Address of the Firm's registered Office) (hereinafter called the "Tenderer") wish to participate in the Tender No. \_\_\_\_\_ for \_\_\_\_\_ of (Supply / Erection / Supply & Erection/Work) for **Gandhinagar TPS, Gujarat State Electricity Corporation Limited** and WHEREAS a Bank Guarantee for (hereinafter called the "Beneficiary") Rs. \_\_\_\_\_ (Amount of EMD) valid till \_\_\_\_\_ (mention here date of validity of this Guarantee which will be **6 (Six)** months beyond initial validity of Tender's offer) which is required to **be submitted by the Tenderer along with the Tender.**

We, \_\_\_\_\_ (Name of the Bank and address of the Branch giving the Bank Guarantee) having our registered Office at \_\_\_\_\_ (Address of Bank's registered Office) hereby give this Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Gujarat State Electricity Corporation Limited or any Officer authorized by it in this behalf any amount not exceeding Rs. \_\_\_\_\_ (amount of E.M.D.), (Rupees \_\_\_\_\_) (in words) to the said Gujarat State Electricity Corporation Limited on behalf of the Tenderer.

We, \_\_\_\_\_ (Name of the Bank) also agree that withdrawal of the tender or part thereof by the Tenderer within its validity or non-submission of Security Deposit by the Tenderer within one month from the date of tender or a part thereof has been accepted by the Gujarat State Electricity Corporation Limited would constitute a default on the part of the Tenderer and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the Tenderer and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank upto and inclusive of \_\_\_\_\_ (mention here the date of validity of Bank Guarantee) and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the Firm of Tenderer or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, conceded with or without our knowledge or consent by or between the Tenderer and the **Gujarat State Electricity Corporation Limited.**

**"Notwithstanding** anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary (i.e. GSECL) Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly."

NOTWITHSTANDING anything contained hereinbefore our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (amount of EMD) (Rupees \_\_\_\_\_) (in words). Our Guarantee shall remain in force till \_\_\_\_\_ (Date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before \_\_\_\_\_ (**Date of validity of the Guarantee**), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

Place :

Date :

Please mention here complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos.

Signature of the Bank's authorized

Signatory with Official Round Seal.

(ON STAMP PAPER OF Rs.300/-)

**FORM OF BANKER'S UNDERTAKING****(For Performance Guarantees (PBG) towards execution / supply period (Security Deposit)  
as per Commercial Terms & Conditions of Tender)**

We, \_\_\_\_\_ (name of the Bank and Address of the Branch giving the Bank Guarantee) having our registered Office at \_\_\_\_\_ (Address of Bank's registered office) hereby give this Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the **Gujarat State Electricity Corporation Limited**, or any Officer authorized by it in this behalf any amount up to and not exceeding Rs. \_\_\_\_\_ (Amount of Performance Guarantee towards execution/supply period ) Rupees \_\_\_\_\_ (in words) to the said **Gujarat State Electricity Corporation Limited** on behalf of M/s. \_\_\_\_\_ who have entered into a contract for the supply / works specified below :

**LOA No.** \_\_\_\_\_ dated \_\_\_\_\_.

This agreement shall be valid and binding on this Bank up to and inclusive of \_\_\_\_\_ (Date of validity of the Bank Guarantee) and shall not be terminable by notice or by change in the constitution of the Bank or the firm of Contractors / Suppliers or by any other reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given conceded or agreed, with or without our knowledge or consent, by or between parties to the said within written contract.

**"Notwithstanding** anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary (i.e. GSECL). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly."

**"NOT WITHSTANDING"** anything contained herein before, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). Our guarantee shall remain in force until \_\_\_\_\_ (date of validity of the Bank Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before \_\_\_\_\_ (Date of validity of the Bank Guarantee), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place :

Date :

Please mention here complete  
Postal Address of the Bank with  
Branch Code, Telephone and Fax  
Nos.

Signature of the Bank's authorized  
signatory with Official Round Seal.

**NAME OF DESIGNATED BANKS:**

All Nationalized Banks including Public Sector Banks IDBI Bank Ltd.  
Private Sector Banks authorized by RBI to undertake the State Government  
business, which are (i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank.

**Note:** The Banks shall be the Banks recognized notified by the Finance Department,  
Government of Gujarat from time to time.