

ANNEXURE.....

(Annexure to Tender Notice No. T.P. (2024)..... dated)

Form of Bank guarantee to be submitted against 10% of the Security Deposit

DEED OF BANK GUARANTEE

(Condition..... of Tender Notice)

In consideration of the Uttar Pradesh Forest Corporation, 21/ 475, Aranya Vikas Bhawan, Indira Nagar, Lucknow, 226016, U.P. (hereinafter called the 'UPFC'), acting through its Managing Director, having agreed to exempt M/s/Shri/Smt/Ku.....
S/o/D/o/W/o..... Office/Residence at Village/Town..... Police Station PIN District of State..... (Hereinafter called the 'Purchaser or Kreta', which expression shall, where the context so admits, include his/her heirs, executors, administrators and representatives) from immediate full payment of Security Deposit against the Tendu leaves Lot(s) purchased by him/her to the extent of Rs.(in words only) in cash (hereinafter called the said amount) and accept in lieu thereof Bank Guarantee from the purchaser under the terms and conditions contained in the Tender Notice No. T.P.(2023) Dated (hereinafter called the Tender Notice) and the Terms and Conditions of Tender and Instructions for Tenderers contained in Annexure-_____ of Tender Notice and Purchaser appointment no./workorder No dated for executing Purchaser's Agreement in Annexure-..... (hereinafter called Purchaser's Agreement) and for payment of the Security Deposit by him/her in accordance with and for fulfillment of the terms and conditions contained in the said Tender Notice and the said Purchaser's Agreement.

2. We (Hereinafter referred to as Bank which expression)
(Indicate the name of Bank)

do hereby undertake to pay the amounts due and payable under this guarantee without any demur and merely on a demand from the Managing Director, UPFC stating that the amount claimed is due by way of purchase price of the lot(s) purchased by the purchaser and/or any amount recoverable from purchaser as per the terms and conditions contained in the said tender notice and purchaser agreement and /or loss or damage caused to or would be caused to or suffered by the UPFC by reason of breach by the said purchaser of any of the terms or conditions contained in the said Tender Notice/Purchaser's Agreement or by reason of purchaser's failure to perform the said Purchaser's Agreement or non observance of any conditions of Tender Notice. Any such demand made on the Bank shall be conclusive as regards the amount due and shall be payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding (in figures). (in words) only.

3. We undertake to pay to the Managing Director, UPFC any
(Indicate the name of Bank)

money so demanded, notwithstanding any dispute or disputes raised by the purchaser in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the purchaser shall have no claim against us for making such payment.

4. We further agree that the Guarantee herein contained shall
(Indicate the name of Bank)

remain in full force and effect during the period that would be taken for the performance of the said Purchase's Agreement and observance of terms and conditions of Tender Notice and that it shall continue to be enforceable till all the dues of the UPFC under or by virtue of the conditions of the said Tender Notice and Purchaser's Agreement have been fully paid and its claims satisfied or discharged or till the Managing Director, UPFC certifies that the terms and conditions of the said Tender Notice and Purchaser's Agreement executed by the said purchaser in favour of the Managing director, UPFC have been fully and properly carried out by the Purchaser and accordingly discharges this guarantee. Unless demand or claim under this guarantee is made on us in writing on or before (date)..... (month)Year), we shall be discharged from all liability under this guarantee thereafter.

5. We further agree with the Managing Director, UPFC
(Indicate the name of Bank)

That the Managing Director, UPFC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender Notice and Purchaser's Agreement executed by the purchaser or to extend time for performance by the said purchaser from time to time or to postpone for any time or from time to time exercise of any power exercisable by the Managing Director, UPFC against the said purchaser and to forebear to enforce any of the terms and conditions relating to the said Tender Notice and Purchaser's Agreement, and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said purchaser or for any forbearance act or omission on the part of the Managing Director, UPFC or any indulgence shown by the Managing Director, UPFC to the said purchaser of any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the said purchaser.

7. We, lastly undertake not to revoke this guarantee during its
(indicate the name of Bank)

currency except with the previous consent of the Managing Director, UPFC in writing. Dated the Day of (month) (Year)

Seal of the Bank

(Signature of the Authority
Issuing Bank Guarantee)

(Indicate the name of Bank)
Name

.....
Designation
(Seal of Bank)

N.B.: Simultaneously with the issuing of this Bank guarantee the Bank has sent separately vide Register A.D. letter No. datedintimation to the Managing Director, UPFC in the form prescribed (sample form enclosed with tender notice) by the UPFC that this Bank Guarantee be treated as genuine, for the purpose of the purchaser's agreement

(Signature of the Authority
Issuing Bank Guarantee)
(Indicate the name of Bank)
Name.....
Designation
(Seal of Bank)

Sample form enclosed with Annexure- of Tender Notice

Office of the Branch Manager
..... Branch
.....Bank
..... (Floor)
.....(Place)
.....(District)
.....(State)

To,

The Managing Director
U.P.Forest Corporation,
21/475, Aranya vikas Bhawan,
Indira nagar, Lucknow

Divisional Sales Manager,
.....,
.....,U.P.

Sub:- Issue of Bank guarantee in your favour on account of M/s /Shri/ Smt/ Ku
..... S/o/W/o/D/o Office/Residence at
.....Village/Town Police Station
..... PIN (State) For(.....
.....only).

Dear Sir,

I beg to inform you that a Bank Guarantee bearing No dated
.....for` (.....only), has been issued
by this Bank, in your favour on account of M/s/Shri/Smt./Ku.
.....S/o/W/o/D/o..... Office/Residence at.....
Village/Town Police Station PIN (State)
..... for the purpose of guaranteeing the payment of purchase price
of Tendu leaves lot(s) purchased by the said M/s/Shri /Smt/Ku
.....

2. The aforesaid Bank Guarantee has been issued as required under the terms and conditions of the
Tender Notice issued vide Notification No. dated by the
U.P. Forest corporation's Tender Notice and shall be valid upto (date)
..... (month)(year).

3. The Bank Guarantee has been drawn in the format prescribed as Annexure – by the UPFC
in the said tender notice and bears the official seal of the Bank. It has been signed by the issuing authority
of the Bank and we confirm the same.

Thanking you,

Yours faithfully,
(Signature of Branch Manager)
(Seal of Bank)

Dated: