

## Annexure – V

### परिशिष्ट-V

(Annexure to Tender Notice No. T.P. (2017)-I dated 09.11.2016)

#### DEED OF BANK GUARANTEE

##### (Condition 9 of Tender Notice)

In consideration of the Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Limited, A-25, V.I.P.Estate, Near VIP Club, Khamhardih, Shankar Nagar, Raipur (hereinafter called the 'Federation', which expression shall, where the context so admits, include its successors in office), having agreed to exempt Messers/Shri .....  
S/o ..... of Village .....  
..... Police Station ..... Post .....  
..... District of ..... State .....  
(hereinafter called the 'Purchaser of Kreta, which expression shall, where the context so admits, include his heirs executors, administrators and representatives) from immediate full payment of purchase price for Tendu leaves Lot(s) purchased by him to the extent of Rs..... (Rupees ..... only) in cash (hereinafter called the said amount) and accept in lien there of Bank Guarantee from the purchaser under the terms and conditions contained in the Tender Notice No. T.P.(2017)-I Dated 09.11.2016 and the General/other terms and conditions of tender and instructions for Tenderers contained in Annexure-I of Tender notice and the purchaser's agreement dated ..... executed in accordance with condition 7 of the Tender Notice (hereinafter called Purchaser's agreement) for payment of the purchase price by him in installments in accordance with and for fulfillment of the terms and conditions contained in the said Tender Notice and the said purchaser's agreement.

We ..... (hereinafter referred to as Bank which

(indicate the name of Bank)

expression shall, where the context so admits, include their successors and assignees), at the request of the said purchaser do hereby under take to pay to the Managing Director, District Forest Produce Co-operative Union Ltd. And Divisional Forest Officer ..... Division (hereinafter called Managing Director) an amount not exceeding Rs. (in figures) ..... Rs. (in words) ..... Only against the purchase price of lot(s) purchased by the purchaser and any loss or damage caused to or suffered or, would be caused to or suffered by the Federation by reason of any breach by the said purchaser of any of the terms and 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 condition of tender notice.

2. We ..... do hereby undertake to pay the amounts due

(indicate the name of Bank)

and payable under this guarantee without any demur and merely on a demand from the Managing Director, District Union stating that the amount claimed is due by way of purchase

price of the lot(s) purchased by the purchaser and /or loss or damage caused to or would be caused to or suffered by the Federation 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 Rs. (in figures) ..... Rs. (in words)..... Only).

3. We ..... under take to pay to the Managing Director  
(indicate the name of Bank)

any money so demanded not with standing 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  
(indicate the name of Bank)

contained shall 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 Federation under or by virtue of the conditions of the said Tender Notice/Purchaser's agreement have been fully paid and its claims satisfied or discharged or till the Managing Director certifies that the terms and conditions of the said Tender Notice/Purchaser's Agreement executed by the said purchaser in favor of the Chief Conservator of Forests ..... circle 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.

1. We ..... further agree with the Federation/  
(indicate the name of Bank)

Chief Conservator of Forests ..... circle/Managing Director  
Federation/Chief Conservator of Forests ..... circle/Managing  
Director Union shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Tender Notice/Purchase'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 Federation/Chief Conservator of Forests ..... Circle/Managing Director Union against the said purchaser and to forebear to enforce any of the terms and conditions relating to the said Tender Notice/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 Federation/Conservator of Forest ..... Circle/Managing Director, Union or any indulgence shown by the Federation/Conservator of Forest

..... Circle/Managing Director, Union to the said purchaser of any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effected 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  
(indicate the name of Bank)

revoke this guarantee during its currency except with the previous consent of the Federation/Conservator of Forest ..... Circle/Managing Director, Union 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 .....

**N.B.:** Simultaneously with the issuing of this Bank guarantee the Bank has sent separately vide Register A.D. letter No. .... dated ..... Intimation to the Managing Director, District Forest Produce Co-operative Union Ltd. And Division forest officer ..... Division in the form prescribed (sample form enclosed with tender notice) by the Federation 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)

**REGISTERED A.D.****Sample form enclosed with Annexure-V of Tender Notice**

Office of the Branch Manager

..... Branch  
 .....Bank  
 .....(Floor)  
 .....(Place)  
 .....(District)  
 .....(State)

To,

The Managing Director  
 District Forest Co-operative Union Ltd. .... and  
 Divisional Forest Officer,  
 ..... Division  
 ..... Chhattisgarh

Sub:- Issue of Bank guarantee in your favour on account of

M/S/Shri .....  
 S/o ..... of (Village) .....  
 (Police Station) ..... (Post office) .....  
 (District) ..... (State) ..... for  
 Rs..... (Rupees .....only).

Dear Sir,

I beg to inform you that a Bank Guarantee bearing No .....  
 dated ..... for Rs. .... (Rupees  
 ..... only), has been issued by this Bank, in your  
 favour on account of M/s/Shri ..... Son of  
 ..... of ..... village  
 ..... (Police Station) ..... (Post Office)  
 ..... (District) .....  
 Of..... (State) .....  
 For the purpose of guaranteeing the payment of purchase price of Tendu leaves lot(s)  
 purchased by the said M/s/Shri .....

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 Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation and the purchaser's agreement dated ..... Executed in accordance with condition No. 7 of the Tender Notice and shall be valid upto ..... (date) ..... (month) ..... (year).

3. The Bank Guarantee has been drawn in the proforma prescribed by the Federation in the said tender notice and bears the official seal of the Bank. It has been signed by the issuing authority of the Bank.

Thanking you,

Yours faithfully

Dated:

(Signature of Branch Manager)

(Seal of Bank)