

Corrigendum

Tender No. 1827 MT/10-61V /11-12(TC),

Dated: 18-08-2011 (Two Bid System)

यदि ई0एम0डी0 बैंक गारन्टी के रूप में दी जा रही है तो संलग्न ANNEXURE के अनुसार दे।

ANNEXURE
ON STAMP PAPER

PROFORMA OF BANK GUARANTEE FOR 80 Lacs
TOWARDS EMD

The Managing Director.
Uttar Pradesh State Road Transport Corporation
H.Q.Lucknow-226001.

Tender no..... Date.....

1. This deed of Guarantee made this day ofbetween a Bank incorporated under Banking Acthaving H.O. at and a Branch office at.....(hereinafter called the "bank") on the one part and UPSRTC a Statutory corporation constituted under RTC Act 1950 having H.O. at Tehri Kothi, Parivahan Bhawan, Lucknow (hereinafter called "the Purchaser") of the other part.

Whereas Managing Director. U.P State Road Transport Corporation has called for tender for Purchase of diesel Passenger chassis BS-III Noms (herein called the Supplier) to:

.....

(Name of Supplier) (hereinafter called the Supplier)-

3. AND WHEREAS the Supplier is bound by the said tender to submit to the Purchaser a EMD for a total amount of Rs.....(Amount in Figures and, words).

4. Now we undersigned (Name of the signatories)_____ being fully authorized to sign and incur obligations for and on behalf of and in the name of(Full name of bank)herby declare that the said bank will guarantee the Purchaser the full amount of _____ Rs.
_____ (Amount if figure& words)

5. After the Supplier has signed the aforementioned Tender with the purchaser, the bank is engaged to pay the purchaser any amount up to and inclusive of the aforementioned full amount upon written order from the purchaser to indemnify the purchaser for any liability or damage resulting from any defects or shortcomings of the Supplier are the depth he may have incurred to any parties involved in the work under the Tender mentioned above, whether these defect or shortcomings or debts are actual or estimated or expected. The bank shall delivered the money require by the purchaser immediately on demand without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damage resulting from am defects or shortcomings or debts of the Supplier. The Bank shall pay to the Purchaser in LUCKNOW any money so demanded through demand draft payable at LUCKNOW, notwithstanding any dispute/disputes raised by the Supplier in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. This guarantee valid for a period of(Duration in calendar months in figures and words) from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six (6) months longer than the anticipated expiry date of Guarantee period as stated in "general terms and conditions". We undertake not to revoke this guarantee during its currency without the written consent of the purchaser.

7- At any time during the period in which this Guarantee is still valid, if the Purchaser agrees to grant a time extension to the Supplier or if the Supplier fails to complete the works within the time of completion as stated in this Tender, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Purchaser and at the cost of the Supplier.

8- The guarantee herein before contained shall not be affected by any change in the constitution of the bank are of the Supplier.

9- The neglect or forbearance of the Purchaser in enforcement of payment of any moneys, the payment

whereof is intended to be hereby secured or the giving of time by the purchaser for the payment hereof shall in no way relieve the bank of their liability under this deed.

10- The Expression "the purchaser". "The bank" And "The Supplier" hereinbefore used shall include their respective successor and assignees.

In witness whereof I/we of the bank have signed and sealed this guarantee on the _____ day of _____ 2011_____ being herewith duly authorized.

For and eth behalf of the _____ bank
Signature of authorized Bank official
Name:
Designation/Authority No.
Stamp/ Seal of the Bank

Signed, sealed and delivered
For and on behalf of the bank
By the above named _____
In the presence of

WITNESS 1. Signature
Name
Address

WITNESS 2. Signature
Name
Address