

ANNEXURE – I

On Stamp Paper of Rs.50/-

CONTRACT AGREEMENT

This agreement is made at PANANDHRO the _____ day of _____ In the Christian year Two thousand three between _____

[here in after referred to as “THE CONTRACTOR” which expression shall unless excluded by or repugnant to the contract include its successors or permitted assigns] of the one part and the Gujarat State Electricity Corporation Ltd. having their Head Office at Sardar Patel Vidyut Bhavan, Race Course, BARODA – 390 007 [herein after called “The G.S.E.C.L. which expression shall unless excluded by or repugnant to the context include its successors or assigns] of the other part.

WHEREAS the aforesaid G.S.E.C.L. has accepted the tender of the aforesaid contractors for _____ as per G.S.E.C.L. Order No. _____

hereinafter called “**the Works**” and more particularly described enumerated or referred to in the specification, terms and conditions prescribed in the order letter, covering letter and other letters and schedule of price which for the purpose of identifications have been signed by Shri _____ on behalf of the Contractors and by _____ on behalf of the G.S.E.C.L. a list whereof is made out in the schedule hereunder written and all of which said documents are deemed to form part of this contract and included in the expression “the Works” wherever herein used, upon the terms and subject to the conditions hereinafter mentioned.

AND WHEREAS THE G.S.E.C.L. has accepted the tender of the contractors for the construction of the said works for the sum of Rs. _____ [Rupees : _____] upon the terms and subject to the conditions herein mentioned.

NOW THIS AGREEMENT WITNESSES & IT IS HEREBY AGREED AND DECLARED THAT :-

1. The contractors shall do and perform all works and things in this contract mentioned and described or which are implied therein or therefrom respectively or are reasonably necessary for the completion of the works as mentioned and at the times, in the manner and subject to the terms, condition and stipulations contained in this contract, and in consideration of the due provision, execution, construction and completion of the works agreed to by the contractors as aforesaid, the G.S.E.C.L. doth hereby covenant with the contractor to pay all the sums of money as and when they become due and payable to the contractors under the provisions of the contract. Such payments to be made at such times and in such manner as is provided by the contract.
2. The conditions and covenants stipulated herein before in this contract are subject to and without prejudice to the rights of the G.S.E.C.L. to enforce penalty for delays and / or any other rights whatsoever including the right to reject and cancel on default or breach by the contractors of the condition and the covenant as stipulated in the general conditions, specifications, forms, or tender schedule, drawing, etc., attached with G.S.E.C.L. Order No. _____

The contract value, extent of supply delivery dates, specification, and other relevant matters may be altered by mutual agreement and if so altered shall not be deemed or constructed to mean or apply to affect or alter other terms and conditions of the contract and the general conditions and the contract so altered or revised shall be and shall always be deemed to have been subject to and without prejudice to said stipulation.

SCHEDULE

List of documents forming forming part of the contract :

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

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

1. Signed, Sealed and delivered by :
[Signature with Name, designation & official seal]
for and on behalf of M/s. _____

In the presence of the name, Full address & Signature :

- i) _____

- ii) _____

2. Signed, Sealed and Delivered by :

(Signature with Name, Designation & official seal) For and behalf of Gujarat State Electricity Corporation Ltd., Vidyut Bhavan, Race Course, Baroda – 390 007.

In the presence of Name, Full Address & Signature :

- i) _____

- ii) _____

Executive Engineers ()
GSECL, KLTPS
Panandhro – Kutch.

ANNEXURE – II

On Non judicial Stamp Paper of Rs.100/-

INDEMNITY BOND

Know ALL MEN BY THESE PRESENTS that we, _____
_____ (hereinafter called “THE CONTRACTOR” which expression shall, where the context so admits, include their heirs, executors, administrators and legal representatives, successors and permitted assigns) are hereby held and firmly bind unto the Gujarat State Electricity Corporation Ltd. (herein after called “THE G.S.E.C.L. which expression shall where the context so admits, include its successors and assigns) to refund the full amount of steel, cement and other materials supplied by the G.S.E.C.L. under the terms condition of A/T No. _____ against any loss, damage or deterioration of whatsoever nature occurs to the said materials supplied by the GSECL and which are in the custody of the contractor at his works site on behalf of the GSECL at _____ or if any of the said materials when inspected by any Officer authorized by the GSECL in this behalf is found to be damaged, lost, deteriorated in quality or quantity the contractor hereby bind himself to indemnify and at all times keep indemnified the GSECL against all loss, damage and deterioration to the cement, steel and any material supplied by the GSECL within 30 days, the market value of such loss, damage and deterioration in full to the GSECL and shall also authorize the GSECL to do the said sum from and sum due to the contractor or any sum which at any time may become due to the contractor under the above referred contract or other contract entered into by the contractor with GSECL.

AND WHEREAS THE contractor do hereby agree to be responsible for the safe custody, protection and preservation of the said materials against all risks excluding war risks and against loss, damage and deterioration of whatsoever nature in respect of the said materials while it remains the custody and possession of the contractor.

AND WHEREAS the said materials shall at all times be open for inspection by any Officer authorized by the GSECL.

Now the conditions of the above written Bond are such the contractors shall pay the full amount forthwith to the GSECL in the event of loss, damage or deterioration or whatsoever except due to circumstances arising out of war or natural calamities in respect of the materials supplied by the GSECL and shall fully and effectually indemnify and keep indemnified the GSECL against such loss damage and deterioration in the time.

The contractor shall keep the said materials open at the times for inspection by the Officers authorized by the GSECL and produce at anytime when demanded.

IN WITNESS WHEREOF : We the _____

Here to signed at _____ - (Signature of the Contractor with his Name, Designation & official seal)_____

This _____ day of _____

In presence of :

With name, Full Address & Signatures :

1) _____

2) _____

Executive Engineers ()

GSECL, KLTPS

Panandhro – Kutch.

Annexure-III

ON STAMP PAPER OF Rs.100/-

FORM OF BANKER'S UNERTAKING

(For Security Deposit / Performance Guarantees (PG) for supply period as per
Commercial Terms and Conditions of Tender)

We, Bank of _____ hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Gujarat Urja Vikas Nigam Ltd, or any Officer authorized by it in this behalf any amount up to and not exceeding Rs._____ (in words) Rupees _____ to the said Gujarat Urja Vikas Nigam Ltd on behalf of M/s._____ who have entered into a contract for the supply / works specified below:

L.O.A. No. _____ dated _____.

This agreement shall be valid and binding on this Bank up to and inclusive of _____ 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. GUVNL or Subsidiaries). 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 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 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
Address of the Bank with Branch Code,
Telephone and Fax Nos.

Postal Signature of
Bank's Authorized Signatory
with Official Round Seal

NAME OF DESIGNATED BANKS:

1. All Nationalized Banks including Public Sector Banks IDBI Bank Ltd.
2. Private Sector Banks authorized by RBI to undertake the State Government business, which are **AXIS Bank / HDFC Bank / ICICI Bank**
3. Guarantees issued by following banks will be accepted as EMD for period up to March 31, 2016. The validity cut-off date in GR is with respect to date of issue of bank guarantee irrespective of date of termination of bank guarantee.

i) Commercial Banks

1. Kotak Mahindra Bank
2. YES Bank
3. RBL Bank(The Ratnakar Bank Ltd.)
4. IndusInd Bank
5. Karur Vysya Bank
6. DCB Bank
7. FEDERAL Bank
8. SOUTH INDIAN Bank

ii) Co-operative and Rural Banks

1. The Kalupur Commercial CO-operative Bank Ltd.
2. Rajkot Nagrik Sahakari Bank Ltd.
3. The Ahmendabad Mercantile Co-operative Bank Ltd.
4. The Mehsana Urban Co-Operative Bank Ltd.
5. Nutan Nagarik Sahakari Bank Ltd.
6. Dena Gujarat Gramin Bank

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