

E.M.D BANK GUARANTEE FORMAT

FOR TENDER NO.: ____ (Name of GUVNL/subsidiary Company) / ____.

WHEREAS M/s. ____ (Name & address of the Firm/ company), having their registered office at ____ (Address of the Firm's Registered office) (hereinafter called the 'Tenderer') wish to participate in the tender No. ____ for ____ work (Supply/ Erection/ Supply & Erection Work, etc.) of ____ (Name of the Material/ equipment /work) for ____ (Name of Gujarat Urja Vikas Nigam Ltd./ subsidiary Company) (hereinafter called the 'Beneficiary') and WHEREAS a Bank Guarantee for Rs. ____ (Amount of Bank Guarantee towards EMD) valid till ____ (mention here date of validity of this Guarantee, which will be Six months from the date of submission of bid of the tender) which is required to be submitted by the Tenderer along with the Tender.

We, ____ (Name of the Bank & Address of the Branch giving the Bank Guarantee) having 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 Beneficiary ____ (Name of GUVNL/ subsidiary Company) or any officer authorized by it in this behalf any amount up to and not exceeding Rs. ____ (Amount of EMD), (Rupees in words ____) to the said ____ (Full Name of GUVNL/subsidiary Company) on behalf of the Tenderer.

We ____ (Name of the Bank) also agree that withdrawal of the Tender/Bid/EOI or part thereof by the Tenderer within its validity or Non submission of Performance Guarantee towards execution/ supply period by the Tenderer within 15 days from the date of issue of Letter of Acceptance by the ____ (Name of GUVNL/ subsidiary Company) would constitute a default on the part of the Tenderer and that this Bank Guarantee is liable to be invoked & 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 up to and inclusive of ____ (mention here the date of validity of the Bank Guarantee), and shall not be terminable by notice or by Guarantor for 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 alternations made, given, conceded with or without our knowledge or consent by or between the Tenderer and the ____ (Name of GUVNL/ subsidiary Company).

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 only by the beneficiary directly.

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to Rs. _____ (Amt. of EMD) (Rupees _____) (in words). Our Guarantee shall remain in force till _____ (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
Authorised Signatory with
Official Round Seal.