[ON STAMP PAPER OF RS 300/-]

FORM OF BANKER'S UNDERTAKING

[For Performance Guarantee (PBG) towards execution/ supply Period as per Commercial Terms and Conditions of Tender]

We, _____ *(Name of the Bank and Address of the Branch giving the Bank Guarantee)* having our 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 the beneficiary Company_____ *(Name of Gujarat Urja Vikas Nigam Ltd./ subsidiary Company)* or any officer authorized by it in this behalf any amount up to and not exceeding Rs. _____*(Amount of Performance Guarantee towards execution/ supply period)*, (Rupees _____ (in words)) to the said _____ *(GUVNL/ subsidiary Company)* on behalf of M/s _____ who have entered into a contract for the supply/works specified below

LOA No _____dated_____

This agreement shall be valid and binding on this Bank up to and inclusive of _____ *(Date of validity of the Bank Guarantee)* 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 reasons 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 only by the beneficiary directly.

NOTWITHSTANDING 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 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.

(ON STAMP PAPER OF RS.300/-)

FORM OF BANKER'S UNDERTAKING

[For Performance Guarantee (PBG) towards Guarantee/ Warranty Period as per commercial terms and conditions of tender]

We, _____ *(Name of the Bank and Address of the Branch giving the Bank Guarantee)* having our 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 the Beneficiary Company_____ *(Name of Gujarat Urja Vikas Nigam Ltd./ subsidiary Company)* or any officer authorized by it in this behalf any amount up to not exceeding Rs. _____ (Amount of Performance Guarantee towards Guarantee/ Warranty period), (Rupees _____ (in words)) to the said _____ *(GUVNL/ subsidiary Company)* on behalf of M/s _____ who have entered into a contract for the supply/works specified below:

P. O. (A/T). No. _____ dated _____.

This agreement shall be valid and binding on this Bank up to and inclusive of _____ *(Date of validity of the Bank Guarantee)* 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 reasons 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 only by the beneficiary directly.

NOTWITHSTANDING 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 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 the 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.

[ON STAMP PAPER OF RS.200/-]

FORM OF BANKER'S UNDERTAKING

[Combined Performance Guarantee (PBG) towards Execution /supply Period and Guarantee/ Warranty Period as per commercial terms and conditions of Tender]

We, _____ *(Name of the Bank and Address of the Branch giving the Bank Guarantee)* having our 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 the Beneficiary Company_____ *(Name of Gujarat Urja Vikas Nigam Ltd./ subsidiary Company)* or any officer authorized by it in this behalf any amount up to not exceeding Rs. _____ (Amount of combined Performance Guarantees towards Execution /supply Period and Guarantee/ Warranty Period) (Rupees _____ (in words)) to the said _____ *(GUVNL/ subsidiary Company)* 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 _____ *(Date of validity of the Bank Guarantee)* 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 reasons 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 only by the beneficiary directly.

NOTWITHSTANDING 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 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 the 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 Authorized Signatory with Official Round Seal.

[ON STAMP PAPER OF RS.300/-]

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.

❖ **Please note :-**

NAME OF DESIGNATED BANKS:

1. All Nationalized Banks including Public Sector Bank IDBI Bank Ltd.
2. Private Sector Banks authorized by RBI to undertake the state Government business, which are (i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank

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