

GUJARAT URJA VIKAS NIGAM LIMITED

Head Office, Sardar Patel Vidyut Bhavan, Race Course, VADODARA-390 007.

Tel. No. : 0265-2310583-86

Fax No. : 0265-2337918 / 2338164

CIN No. : U40109GJ2004SGCO45195

Website : www.guvnl.com

E-mail : cs.guvnl@gebmil.com / delegal.guvnl@gebmil.com

No.: LL/CS/EMD-BG Format/ 18

Date: 30.04.2020

To:

All Chief Engineers:

PGVCL/UGVCL/DGVCL/MGVCL/GSECL/GETCO,

Corporate Office,

RAJKOT / MEHSANA / SURAT / VADODARA.

Sub.: **Format for EMD Bank Guarantee.**

Ref.: Our letter Nos. :-

(1) LL/LA/Bank Guarantees/114 dtd.19.08.2013;

(2) LL/LA/BG Formats/244 dtd.28.05.2014;&

(3) LL/CS/BG Formats/106 dtd.07.12.2019.

Recently, this office vide above referred letter dtd.07.12.2019 had circulated the approved formats of Performance Bank Guarantees towards, viz. (i) Execution /Supply period; (ii) Guarantee/ warranty period; & (iii) Single/ combined - Execution/supply Period & Guarantee/warranty period, for implementation by all the subsidiary Companies, except EMD BG Format.

In continuation to the above, in order to maintain uniformity while obtaining BG by GUVNL & it's all subsidiary Companies as per prevailing purchase Policies, it is to inform that as approved by Competent Authority of GUVNL, revised format of EMD (Earnest Money Deposit) Bank Guarantee is enclosed herewith for implementation, in lieu of the format circulated earlier vide above referred letter dtd.28.05.2014.

You are requested that henceforth revised EMD Bank Guarantee format as above may be used scrupulously to safe-guard the Company's interest.

Encl.: As above.

Copy to :-

- All GM(F&A) / CS: PGVCL/UGVCL/MGVCL/DGVCL/GSECL/GETCO
- I/c. CE (Tech.) / GM (F&A) / GM (IT) / GM (Comm.), GUVNL

C.f.w.cs. to :

- Managing Director: PGVCL/UGVCL/MGVCL/DGVCL/GSECL/GETCO
- Director (Tech.) / MD, GUVNL:

Law officer
16/5

15.5-2020

H.P. Sheth, D.E.
A.K. P. Patil, D.E.
S.C. Patel, D.E.
Wishal Shah, D.E.
Namami, JE
P. Chaudhary
all.

✓ PCE (PL)
✓ SC (P)
✓ U-PM
✓ GM (F&A)

For
H/c
and if required
Pw. Amendment
18/5/20

(Pantiv Bhatt)
Company Secretary (Legal)

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.

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.