

E.M.D BANK GUARANTEE FORMAT

FOR TENDER NO: _____

B.G.No. _____ **Issued on dated:** _____

WHEREAS M/s. _____
(Name & Address of the Firm), having their registered office at _____ (Address of the firms
Registered office) (Hereinafter called the 'Tenderer') wish to participate in the tender
No. _____ for _____ w
ork (Supply/ Erection/ Supply & Erection Work) of _____ (Name of
the material / equipment / Work) for _____ Gujarat Energy
Transmission Corporation Ltd. (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**
6 (SIX) months from the date of submission of the tender) which is required to **be**
submitted by the tenderer along with the 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 Gujarat Energy Transmission Corporation
Ltd. or any officer authorized by it in this behalf any amount up to and not exceeding
Rs. _____ (Amount of E.M.D.), (Rupees in words
_____) to the said Gujarat Energy
Transmission Corporation Ltd. on behalf of the Tenderer.

We _____ (Name of the bank) also agree that
withdrawal of the tender/bid/EOI or part thereof by 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 Gujarat
Energy Transmission Corporation Ltd. would constitute a default on the part of the
Tenderer and that this Bank Guarantee is liable to be invoked and 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 GETCO.

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. GETCO). 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 E.M.D.) (Rupees _____) (In words). Our Guarantee shall remain in force till _____ (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 Postal Address of the Bank with Branch code, Telephone and Fax Nos.

**Signature of the Bank's
Authorized Signatory with
Official Round Seal**