

BANK GUARANTEE format for EMD/Bid Guarantee
[To be issued with Structured Financial Messaging System]

Note:

- i. This guarantee should be furnished by a Nationalized Bank/ Scheduled Bank, authorized by RBI to issue a Bank Guarantee excepting Bank of China in the same format as given below. NUPPL reserves its rights to reject the Bank Guarantee if the same is not in the specified format.
- ii. Unless otherwise expressly stated, the bid guarantee shall be extended only on behalf of the bidder on whose name the tender documents were purchased.
- iii. The bid and other documents shall be submitted only by the bidder on whose of the name the tender documents purchased.
- iv. The bid guarantee shall be executed only as per the format prescribed by NUPPL. In the event of any deviation the decision of NUPPL as to whether the same could be accepted or not is final and binding on the bidder.
- v. The bank guarantee should be furnished on stamp paper of value not less than Rs. 80/-.
- vi. **The stamp paper should have been purchased in the Name of the Bank executing the Guarantee/Bidder.**
- vii. NUPPL reserves its right to reject the offer of the bidder, if any of the above conditions are not adhered to while furnishing the bids.

BG Format

REF:
BANK GUARANTEE NO:

DATE:

TO
THE NEYVELI UTTAR PRADESH POWER LTD.,
Ghatampur Thermal Power Project Site Office,
Near Lahurimau – Kasimpur Village
Ghatampur Tehsil, P.O. Samuhi – 208 001
Kanpur Nagar Dist., Uttar Pradesh.

Dear Sirs,

In accordance with your "Invitation to Bid" under your Tender No.:.....
....., Dt:....., M/s
..... herein after called the Bidder, with the following Directors on their Board of
Directors/partners of the firm:

- | | |
|---------|---------|
| 1. | 2..... |
| 3..... | 4..... |
| 5..... | 6..... |
| 7..... | 8..... |
| 9..... | 10..... |

Wish to participate in the said bid for furnishing the following: -

As an irrevocable Bank Guarantee against Bid Guarantee for a sum of*..... (in words and figures) valid **for 120 Days from** (the date of bid opening) is required to be submitted by the Bidder as a condition precedent for participation in the said bid, which

amount is liable to be forfeited on the happening of any of the contingencies mentioned in the bid documents, we thebank athaving our Head office at (local address) guarantee and undertake to pay immediately on demand by Neyveli Uttar Pradesh Power Limited, stating that the bid is revoked during its validity period or the prices are increased unilaterally after the bid opening and during validity of the offer or the bidder have failed or refused to sign the Contract in conformity with their final offer or have failed or refused to furnish Contract performance guarantee in the prescribed form, the amount ofto the said Neyveli Uttar Pradesh Power Limited without any reservation, protest, demur and recourse. Any such demand by the Neyveli Uttar Pradesh Power Limited shall be conclusive and binding on the bank irrespective of any dispute or difference raised by the bidder.

This guarantee shall be irrevocable and shall remain valid Upto@..... If any further extension to this guarantee is required the same shall be extended to such required periods on receiving instruction from M/s..... on whose behalf this guarantee is issued.

This Guarantee is subjected to rules of URDG, ICC Publication No 758 Except ARTICLE 34 & ARTICLE 35, for that purpose this Guarantee is governed by Indian Laws & having Jurisdiction of Indian Courts.

Notwithstanding anything contained herein:

Our liability under this bank guarantee shall not exceed (in words)

This bank guarantee shall be valid Upto ; and

We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before

Return of this document to us by any person before the aforesaid date will, however, extinguish our liability as on the date of return.

In witness whereof the Bank, through its authorised Officer has set its hand and stamp on thisday of ...200 at.....

Signature:
Name in Block Letters
Designation:
Staff Code No.
Banker's Seal
Attorney as per power of
Attorney No.....dt.....

Witnesses:

1. Signature

2. Signature

Name in Block Letters

Name in Block Letters

Occupation and Address

Occupation and Address

BG Format Ends here

Note:

* The amount shall be as specified in the documents. @ This date should be 120 Days after the original set date of Tender Opening.

**Following details should be furnished along with BG:

Details of issuing bank of this guarantee:

1.	Complete Postal address with PIN Code	
2.	Branch Code	
3.	IFSC Code	
4.	SWIFT	
5.	FAX No.	
6.	Email ID	

Details of operative branch of this guarantee:

1.	Complete Postal address with PIN Code	
2.	Branch Code	
3.	IFSC Code	
4.	SWIFT	
5.	FAX No.	
6.	Email ID	

Signature of issuing bank with seal