

PROFORMA FOR BANK GUARANTEE AGAINST EARNEST MONEY DEPOSIT

Annexure-5  
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Uranium Corporation of India Limited  
P.O.Mabbuchintlapalle, Tummalapalle Mines,  
Vemula(M),Dist : Kadapa , Andra Pradesh,  
Pin: 516 349

Dear Sir,

In accordance with invitation to Bid under your Tender no. \_\_\_\_\_, M/s (Supplier's name & address) hereinafter called the (Bidder) wish to participate in the said bid for supply of (Material Description & Quantity) and you, as a special favour have agreed to accept an irrevocable and unconditional, Bank Guarantee for an amount of Rs. \_\_\_\_\_ valid upto \_\_\_\_\_ on behalf of the bidder in lieu of the Earnest Money Deposit (EMD) by way of demand draft required to be made by the bidder, as a condition precedent for participation in the said bid.

We, (Banker's name & address) guarantee and undertake to pay immediately on demand by Uranium Corporation of India Limited, the amount of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) without any reservation, protest, demur and recourse. Any such demand made by the said owner shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

This Guarantee shall be irrevocable and shall remain valid upto and including (Validity of offer + 6 months). If any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s (Supplier's name) on whose behalf this guarantee is issued.

AND WE, (Bankers) lastly agree that our liability hereunder shall not be discharged by virtue of agreements between UCIL and the supplier whether with or without our knowledge, and / or consent or by reason of UCIL showing any indulgence or forbearance to the supplier whether as to payment, time, performance or any other matter whatsoever or any modification of the said contract which but for this provision would amount to discharge of the surety under the law.

This guarantee shall not be revoked by us whether before its coming into force or any time during its currency without your previous consent in writing.

AND WE, (Bankers) also agree that our liability hereunder shall not be discharged by any change in the constitution of this bank or the firm of supplier. Our liability under the guarantee shall not in any event whatsoever exceed the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

Our guarantee shall remain in force until (date) or such further date up to which this bank guarantee is renewed or extended and unless a claim under the guarantee is lodged with us within 6 (six) months from such date all rights of UCIL under the guarantee shall be forfeited and we shall be relieved and discharge from all liabilities thereunder.

NOT withstanding anything contained herein:

- i. Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)
- ii. This Bank Guarantee shall be valid upto \_\_\_\_\_.
- iii. 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 \_\_\_\_\_.

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For the purpose of enforcing legal rights / remedies under this guarantee we agree that the court of law of GHATSILA, Singhbhum East, Jharkhand State shall have exclusive jurisdiction.

We have power to issue this guarantee and the undersigned has full power to sign this guarantee on our behalf under POWER OF ATTORNEY granted to him by the Bank.

Dated at (Place) this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_

For (BANKER'S NAME)

\_\_\_\_\_  
Signature

(Name in Capital letter)  
Designation \_\_\_\_\_

\_\_\_\_\_  
Signature

(Name in Capital letter)  
Designation \_\_\_\_\_