

BANK GUARANTEE FOR PERFORMANCE SECURITY

(Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s))

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

IFSC AND MICR CODE

Dear Sirs,

1. In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) (VENDOR CODE) with its registered office at _____² hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

2. we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs -----⁶ (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

3. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

4. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

5. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

6. We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

7. We.....BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

8. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier's liabilities.

9. This Guarantee shall remain in force upto and including.....⁷ and shall be extended from time to time for such period as may be desired by Employer.

10. This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

11. Unless a demand or claim under this guarantee is made on us in writing on or before the⁸we shall be discharged from all liabilities under this guarantee thereafter.

12. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirappalli.

13. We..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed.....⁶

- b) This Guarantee shall be valid up to⁷
- c) Unless the Bank is served a written claim or demand on or before (minimum 3 to 6 months from the expiry date)⁸ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

14. We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

BANK EMAIL ID:

BANK PHONE NO:

AUTHORISED SIGNATORIES CELL PHONE NO:

BANK FAX NO:

¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD

List of Consortium Banks *			
	Nationalised Banks		Nationalised Banks
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign banks
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	J P Morgan
10	Punjab National Bank		
11	Punjab & Sindh Bank		Private banks
12	State Bank of India	26	Axis Bank
13	State Bank of Hyderabad	27	The Federal Bank Limited
14	Syndicate Bank	28	HDFC
15	State Bank of Travancore	29	Kotak Mahindra Bank
16	UCO Bank	30	ICICI
17	Union Bank of India	31	Indusind Bank
18	United Bank of India	32	Yes Bank

* wef 22.03.2016

Details of Gateway Airport with applicable Foreign Currency and Airlines for FSC payment **Schedule F**

Sch. No.	Country	CUR Code	Gateway Airport/s	Airlines with its Code For FSC Payment will be made	
D01	UK	GBP	London (Heathrow)	Air India	AI
D02	UK	GBP	New Castle	British Airways	BA
D03	UK	GBP	Oxford, Chellam	British Airways	BA
D04	UK	GBP	Bristol, Wellingborough	British Airways	BA
D05	UK	GBP	Birmingham	British Airways	BA
D06	UK	GBP	East Midlands	British Airways	BA
D07	UK	GBP	Manchester	British Airways	BA
D08	UK	GBP	Leeds	British Airways	BA
D09	UK	GBP	Glasgow	British Airways	BA
D10	France	EURO	Paris (Roissy) & Lyon	Air India	AI
D11	Sweden	EURO	Stockholm	Emirates	EK
D12	Sweden	EURO	Gothenberg & Malmo	Emirates	EK
D13	Italy	EURO	Rome, Milan	Carrier Used	Carrier Used
D14	Italy	EURO	Turin, Bologna, Florence	Carrier Used	Carrier Used
D15	Netherlands	EURO	Amsterdam, Rotterdam	Klm Airlines	KLM
D16	Austria	EURO	Vienna, Linz, Graz	Lufthansa	LH
D17	Belgium	EURO	Antwerp, Brussels	Singapore Airlines	SO
D18	Denmark	DKK	Copenhagen	Cathay Pacific	CX
D19	Japan	JPY	Tokyo, Osaka	Air India	AI
D20	Singapore	SGD	Singapore	Air India	AI
D21	Canada	CAD	Toronto	Carrier Used	Carrier Used
D22	Canada	CAD	Montreal	Carrier Used	Carrier Used
D23	USA	USD	New York, Boston	Air India	AI
D24	USA	USD	Chicago	Carrier Used	Carrier Used
D25	USA	USD	San Francisco, Los Angeles	Carrier Used	Carrier Used
D26	USA	USD	Atlanta, Houston	Carrier Used	Carrier Used
D27	Germany	EURO	Munich, Koln, Dusseldorf, Hannover, Hamburg, Stuttgart, Darmstadt, Manihem, Nurnberg	Lufthansa	LH
D28	Germany	EURO	Frankfurt	Lufthansa	LH
D29	Germany	EURO	Berlin	Lufthansa	LH
D30	Switzerland	SFR	Basle, Zurich, Geneva	Swiss World Cargo	LX
D31	Spain	EURO	Barcelona	Emirates	EK
D32	Australia	AUD	Sydney	Qantas Airlines	QF
D33	Australia	AUD	Melbourne	Qantas Airlines	QF
D34	Australia	AUD	Perth	Qantas Airlines	QF
D35	Czech	EURO	Prague	Lufthansa	LH
D36	Hong Kong	HKD	Hong Kong	Air India	AI
D37	New Zeland	NZD	Auckland	Carrier Used	Carrier Used
D38	Russia	USD	Moscow	Carrier Used	Carrier Used
D39	South Korea	USD	Kimpo International, Incheon	Air India	AI
D40	Finland	EURO	Helsinki	Finnair Cargo	AY
D41	Romania	EURO	Bucharest	Carrier Used	Carrier Used
D42	Norway	EURO	Oslo	Carrier Used	Carrier Used
D43	Ireland	EURO	Dublin	Carrier Used	Carrier Used
D44	Israel	USD	Tel Aviv	Carrier Used	Carrier Used
D45	UAE	USD	Dubai	El Al Israel	LY
D46	Oman	USD	Muscat	Air India	AI
D47	Egypt	USD	Cairo	Air India	AI
D48	Taiwan	USD	Taipei	Carrier Used	Carrier Used
D49	Ukraine	USD	Kiev	Carrier Used	Carrier Used
D50	China	USD	Shanghai, Shenzhen	Lufthansa	Carrier Used
D51	Philippines	USD	Manila	Carrier Used	Carrier Used
D52	Malaysia	USD	Kualalumpur, Pe Nang	Carrier Used	Carrier Used
D53	Cyprus	USD	Larnaca	Malaysia Airlines	Carrier Used
D54	South Africa	USD	Johannesberg, Durban	Carrier Used	Carrier Used
D55	Slovakia	EURO	Bartislova	Carrier Used	Carrier Used
D56	Saudi Arabia	SAR	Riyadh	Lufthansa	LH
D57	Turkey	EURO	Istanbul	Saudi Arabia Airlines	SV
D58	Thailand	USD	Bangkok	Turkish Airlines	TK
D59	Brazil	USD	Sao Paulo, Rio De Janeiro	Thai Airways	TG
				Emirates	EK