

Instructions/Checklist for Vendors :

- 1) Bank Guarantee / BG Extention shall be made strictly as per BHEL's Standard format as available on B2B site.
- 2) **Validity date** must be explicitly mentioned in the BG. There should be adequate gap, preferably 3-6 months between Validity date and Claim date.
- 3) **Claim Date** must be mentioned in the BG.
- 4) **Confirmation:** As per Corporate and RBI guideline confirmation is required in respect of each BG. Confirmation may be provided by the same issuing branch by the officials higher in rank or from the office mentioned in the BG for confirmation. Thus Vendors must ensure that BG bears the Confirmation office address explicitly.
- 5) **Stamps:** Stamps must be purchased from registered stamp vendor. Stamp purchase date must be old than the date of the execution of the Bank Guarantee. E stamp is also allowed. Stamp must be purchased for BG purposes only. Place of execution of BG and purchase of stamp shall be in the same State.
- 6) **Value of stamp must be as per Stamp act prevailing in the state where the BG is submitted or the state where the BG executed, whichever in higher.**
- 7) **Bank Seal and sign of Bank Employee:** BG must be signed and sealed on every page of the BG. Employee Name and Code must be present in the BG at the end of the BGs text. Every BG having value more than 50,000/- must be signed by two authorized signatories of the bank.
- 8) **Place of Invocation must mention on BG.**
- 9) **BGs should not be from the co-operative banks**
- 10) **BGs can be issued through consortium banks only.**
- 11) **Vendors must provide the BG from banks which are already SFMS Compliant. If vendors banks are not SFMS Compliant, a declaration from bank is required.**
- 12) **Email ID, phone no, Fax No of bank must mention on BG.**
- 13) **Extension/Amendment of BG is required on Rs. 1000/- Stamp Paper.**
- 14) **Bank Guarantee for Advance Payment – The BG shall be for 110% of the value of advance.**
- 15) **Cutting / overwriting on the BG shall be properly authenticated under signature and seal of the executing Bank.**
- 16) **Latest Solvency certificate:** Latest Solvency Certificate in original, with **Bank Seal and sign of Bank Employee**, in BHEL's standard format shall be enclosed with Sub Contracting BG.
- 17) **BG documents wherein corrections have been marked may also be enclosed with final corrected BG, where original BG document is being replaced.**
- 18) **Digital signed secured email confirmation required from BG issuing bank.**

LIST OF CONSORITUM BANK

Sl. No.	Name of the bank
1	Axis Bank Ltd.
2	Bank of Baroda
3	Canara Bank
4	Export-Import Bank of India
5	HDFC Bank Limited
6	ICICI Bank Limited
7	IDBI Bank Limited
8	Indian Bank
9	Indian Overseas Bank
10	IndusInd Bank Limited
11	Kotak Mahindra Bank Limited
12	Punjab National Bank
13	RBL Bank Ltd.
14	State Bank of India
15	The Federal Bank Limited
16	The Hongkong and Shanghai Banking Corporation Ltd
17	Union Bank of India
18	Yes Bank Limited

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY

(Bank Guarantee No.....
Date.....

To

(Employer's Name and Address)

.....

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender

No.....1(Tender Conditions), M/s. having its registered office at **BHEL HOUSE Siri Fort, New Delhi-110049**2 (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....3 invited by4.(name of the Employer) through its Unit at...**BHEL BHOPAL**.....(

The Tender Conditions provide that the Tenderer shall pay a sum of Rs as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of5 is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee, we, the

.....[Name & address of the Bank]

..... having our Registered Office at

.....(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs. 5(in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

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.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Vendors 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.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We Bank further agree 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 Tender or to extend the time of submission of 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 Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer 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.

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 Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force upto and including.....6 and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the 7 we shall

be discharged from all liabilities under this Guarantee.

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

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Bhopal. The guarantor hereby declare that it has power to execute this guarantee and the executant has full powers to do so on its behalf under the proper authorities granted to him by the of the guarantor.

Further Bank (Name of the BANK) certifies that this guarantee is adequately stamped under the relevant State Stamp Act and any deficiency in execution of this Guarantee shall not have the effect of relieving us Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed..... 5

b) This Guarantee shall be valid up to6

c) Unless the Bank is served a written claim or demand on or before 7 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

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)

Date.....

Place of Issue.....

BANK E-MAIL ID:

BANK PHONE NO.

BANK FAX NO:

1 Details of the Invitation to Bid/Notice Inviting Tender

2 Name and Address of the Tenderer

3 Details of the Work

4 Name of the Employer

5 BG Amount in words and Figures

6 Validity Date

7 Date of Expiry of Claim Period

Notwithstanding clause for BG extention.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed..... 5
- b) This Guarantee shall be valid up to⁶
- c) Unless the Bank is served a written claim or demand on or before _____ ⁷ 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

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.