

[Section V: Bank Guarantee Format]

BANK GUARANTEE FOR SUPPLY FREE ISSUE MATERIAL

Bank Guarantee No:

Date:

NAME OF ISSUING BANK

& ADDRESSES OF THE BENEFICIARY

NAME OF ISSUING BANK

& ADDRESS

BANK EMAIL ID:

BANK PHONE NO:

SFMS Serial No* :

AUTHORISED SIGNATORIES CELL PHONE NO:

BANK FAX NO:

IFSC AND MICR CODE

Dear Sirs,

1. In consideration of Bharat Heavy Electricals Limited¹ (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.....² (Name of the Vendor / Contractor / Supplier) (**VENDOR CODE**), with its registered office at _____² (hereinafter called "the Vendor/Contractor/Supplier" which expression shall include its successors and permitted assigns) a contract Ref No.....dated³valued at Rs..... (Rupees -----) -----/FC..... (in words.....) for⁴(hereinafter called the 'Contract')

AND WHEREAS the Employer having agreed as per the terms and conditions of the Contract to supply free issue materials for the manufacture/fabrication of the equipment at the 'Contractor/Supplier/Fabricator's' site on furnishing of a Bank Guarantee for Rs. _____ (Rupees.....)⁵ in the manner hereinafter specified for the due safeguard of the free issue material,

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 but not exceeding Rs ----- (Rupees -----) without any demur, merely on a 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.

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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 'Contractor/Supplier/Fabricator' in any suit or proceeding pending before any Court or Tribunal or 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 hereunder and the 'Contractor/Supplier/Fabricator' 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 and till the reconciliation of the free issue material has been carried out 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 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 'Contractor/Supplier/Fabricator' 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 Contractor/Supplier/Fabricator 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 'Contractor/Supplier/Fabricator' or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said 'Contractor/Supplier/Fabricator' 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 Contractor/Supplier/ Fabricator and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's/Supplier's/ Fabricator's liabilities.

9. This Guarantee shall remain in force upto and including.....⁶ 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 Contractor/ Supplier/ Fabricator 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.

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11. Unless a demand or claim under this guarantee is made on us in writing on or before the **claim period last date** we 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.....⁵
- b) This Guarantee shall be valid up to⁶
- c) Unless the Bank is served a written claim or demand on or before (minimum 3 to 6 months from the expiry date)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.

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.....

¹ NAME AND ADDRESS OF THE EMPLOER. i.e. Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER AND VENDOR CODE ASSIGNED BY BHEL

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS AND CONTRACT VALUE

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE (dd /mmm /yyyy)

⁷ DATE OF EXPIRY OF CLAIM PERIOD (dd /mmm /yyyy)

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* **Structured Financial Messaging System (SFMS)** has been/ is being implemented by the Banks as per the Ministry of Finance's instructions for Sending and receiving Bank Guarantee and also Inland Letter of Credit Instruments. The SFMS provides a platform for secure communication within the Bank and between Banks. As such, SFMS can prove to be an excellent IT enabled platform for getting secure confirmations from the Banks in respect of Bank Guarantees issued in favor of BHEL.