**BANK GUARANTEES ANNEXURE V**

Where ever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with

i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.

ii) The Bank Guarantees shall be as per prescribed formats.

iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period. BHEL shall not be liable for issue of any reminders regarding expiry of Bank Guarantees.

iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Engineer and submitted

v) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.

vi) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.

vii) The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the contracting Department

**viii)Use of SFMS for sending and receiving Letter of Credit and Bank Guarantee instruments.**

BGs may continue to be issued in paper form and delivered by issuing banks to

beneficiary/ applicant as being done presently. However, in addition to it,

a separate advice of the BG be sent by issuing bank to the advising bank through SFMS only .

**ANNEXURE-IX**

**FORMAT FOR BID GUARANTEE (To be issued under SFMS mode )**

1. This guarantee should be furnished by a Scheduled Commercial Bank, authorized by RBI in the format as given below.

2. This bank guarantee should be furnished on Stamp Paper value Rs. 80/-as per Stamp Act.

3. The stamp paper should have been purchased in the Name of the Bank executing the Guarantee.

4. The bank guarantee to be issued by the Issuing Bank on behalf of Bidder / Contractor / Supplier in favour of BHEL BHOPAL shall be in paper form as well as issued under the Structured Financial Messaging System (SFMS). The details of beneficiary for issue of BG under SFMS platform is furnished in ANNEXURE-X

Ref: ………………………………… Date :

**BID GUARANTEE NO :**

To

The DY MGR

TCB MAINTENANCE (FRX)

BHEL BHOPAL

Dear Sirs,

In accordance with your ‘Invitation to Bid’ under your Tender No.……………… dated …………M/s.…………………………… herein after called the BIDDER, having its registered office / head office at ………………………with the following Directors on their Board of Directors / partners of the firm.

1……………………………… 2………………………………

3……………………………… 4………………………………

5……………………………… 6………………………………

Wish to participate in the said bid for ………………………

As an irrevocable Bank Guarantee against Bid Guarantee for a sum of Rs. …………….. (in words and figures) valid for 120 ( one hundred and twenty) 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 contingencies mentioned in the Bid documents, we, the ……………… …………………… Bank at ……… ……… ………… …………. (local address) having our Head Office at ……… …………… …………… guarantee and undertake to pay immediately on

demand by BHEL BHOPAL, 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 of Rs.......... (in figures and words) without any reservation, protest, demur and recourse. Any such demand by the BHEL BHOPAL 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 up to.................................. If any further extension of 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.

Notwithstanding anything contained herein:

a. Our liability under this bank guarantee shall not exceed Rs.……………………………

b. This bank guarantee shall be valid up to ……………………………….. and

c. 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……………

In witness whereof the Bank, through its authorized officer has set its hand and stamp on this

……………………… day of ……………. at …………………………

Witness 1: (Signature)

(Signature) Name in Block Letters

Name, Designation, Address:

Date Staff Code No:

Witness 2: (Banker’s Seal)

(Signature)

Name , Designation , Address

Date Attorney as per power of

Attorney No……………..

Dated : …………………..