GUIDELINES ON ACCEPTANCE OF BANK GUARANTEES GIVEN BY VENDORS

1. INTRODUCTION

As a part of the business operations, BHEL is taking Bank Guarantees from its Vendors/contractors/sub-contractors for various purposes. These Bank Guarantees are structured according to the terms of the Tender/ Agreement/ Contract.

2. TYPES OF BANK GUARANTEES TAKEN FROM VENDORS/CONTRACTORS/ SUB-CONTRACTORS BY BHEL

Generally, following types of Bank Guarantees are being taken by BHEL-

i. Bank Guarantees for Earnest Money Deposit

EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT. In case of total EMD amount is more than Rs.20 lakh, the amount in excess of Rs.20 lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast six months.

ii. Bank Guarantee (in lieu of Security Deposit):

Security Deposit is to be collected from the successful Bidder. In addition to other modes of furnishing Security Deposit, Bank Guarantee from Scheduled Banks can be submitted in lieu of Security Deposit by the contractors/sub-contractors/vendors, subject to the compliance with the provisions of Works Policy/Purchase Policy and/or Tender Conditions/ Extant Guidelines

iii. Bank Guarantee against Mobilization Advance/ Initial/ Milestone linked payment:

Normally, no advance payment shall be made to Contractor/ sub-contractors/vendors. Mobilization advance payment in exceptional circumstances shall be interest bearing and secured through Bank Guarantee/s and shall be limited to a maximum of 5% of the Contract Value. The Bank Guarantee shall be for 110% of the value of advance so as to enable recovery of not only principal but also the interest portion.

iv. Performance Bank Guarantee:

These Bank Guarantees may be taken as guarantee for successful performance/ completion of the Contract.

v. Bank Guarantee for Supply of Free Issue Material

BHEL Units sub-contract their jobs to Ancillaries and other fabricators by issuing materials free of cost on returnable basis. Though these fabricators are under contractual obligation to ensure safety of BHEL material and to return the same after carrying out the assigned job, to safeguard BHEL's interest, Bank Guarantee is to be taken in favour of BHEL.

vi **Bank Guarantee (For release of Liquidated Damages Amount):**

Sometimes, Bank Guarantee against release of Liquidated Damages (LD) is also being obtained by BHEL. In such cases, Bank Guarantee should be valid till the LD issues are settled.

(Compliance with the provisions of Works Policy/Purchase Policy and/or Tender Conditions/ Extant Guidelines may be ensured)

3. **STANDARD FORMATS**

The following standard format for Bank Guarantees for both Indian and foreign contractors/sub-contractors/vendors which can be used by the Units/Regions are enclosed-

- **a.** Proforma of Bank Guarantee for Earnest Money Deposit **(Annexure A)**
- **b.** Proforma of Bank Guarantee in lieu of Security Deposit **(Annexure B)**
- **c.** Proforma of Bank Guarantee (to secure Advance/ Initial/ Milestone linked payment) **(Annexure C)**
- **d.** Proforma of Bank Guarantee (Performance) / Contract Execution (**Annexure D)**
- **e.** Proforma of Bank Guarantee (For release of Liquidated Damages Amount) **(Annexure E)**
- **f.** Proforma of Bank Guarantee for Supply of Free Issue Material **(Annexure F)**

4. ACCEPTANCE OF BANK GUARANTEES ISSUED BY CONSORTIUM BANKS

List of Banks in BHEL's Consortium of Banks enclosed at **Annexure 1.** For getting Bank Guarantees issued in BHEL's favor preference shall be given to Consortium Banks. As such, Units should insist their contractors/sub-contractors/vendors to submit Bank Guarantees issued by any of the BHEL's Consortium Banks. Therefore, the List of the Consortium Banks along with the Standard Bank Guarantee Format (forming part of these Guidelines) should also form part of the Tender/ Contract document issued by BHEL. (Units may regularly check Corporate Finance- FSD Site (http://intranet.bhel.in/FSD) for updated List of Consortium Banks).

5. ACCEPTANCE OF BANK GUARANTEES ISSUED BY NON-CONSORTIUM BANKS

In case any contractors/sub-contractors/vendors expresses difficulty in obtaining Bank Guarantees from any of the BHEL's Consortium Banks and offer to submit Bank Guarantee from any other Nationalized/Public Sector/Private Sector/Foreign Banks, the same may be accepted subject to the following conditions-

A. NETWORTH OF THE BANK ISSUING THE BANK GUARANTEE

- i. **In respect of Banks having Net Worth below Rs.500 crores- Exposure Limit is NIL.**
- ii. **In respect of Banks having Net Worth between Rs.500 to Rs. 2000 crores (As per Latest Annual Report)-**The overall exposure limit (at the Unit/Region Level) should not exceed Rs.10 crores for all the non-Consortium Banks put together.
- iii. **In respect of Banks having Net Worth above Rs. 2000 crores (As per Latest Annual Report)-**The overall exposure limit (at the Unit/Region Level) should not exceed Rs.30 crores for all the non-Consortium Banks put together.

Units/ Regions may insist their contractors/sub-contractors/vendors to provide a Certificate from the concerned Bank along with a Copy of latest Annual Report as supporting documents for "Net Worth" of the Bank. Additionally, in case required, the figure for Net Worth may be cross checked with the Corporate Office/ Head Office of the concerned Bank. In case, the abovementioned limits have already been exhausted or sufficient balance is not available, the same may be intimated suitably to the contractors/sub-contractors/vendors beforehand.

B. TYPE OF BANKS ISSUING THE BANK GUARANTEE

i. **Bank Guarantee submitted by domestic contractors/sub-contractors/vendors from non-consortium banks-**

1. **Nationalized/ other Public Sector Banks:** Bank Guarantees issued by Nationalized/ other Public Sector Banks (which are not in BHEL's Consortium) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city in which the Unit is located. i.e. Demand can be presented at the Branch located in the town/city in which the Unit is located.
2. **Private Sector Banks:** Bank Guarantees issued by Private Sector Banks (which are not in BHEL's Consortium) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city in which the Unit is located i.e. Demand can be presented at the Branch located in the town/city in which the Unit is located. However, Units may prefer Nationalized/Public Sector Banks over Private Sector Banks in respect of Bank Guarantees issued by non-consortium banks.

3. **Foreign Banks (BG issued by Branches in India):** Bank Guarantees issued by Foreign Banks (which are not in BHEL's Consortium) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

4. **Bank Guarantees submitted by Foreign Vendors**

   a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks which are not in BHEL's Consortium (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

   b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor Country's Bank)**

      b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any **of the Consortium Banks** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). **It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.**

      b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

      b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.

C. Co-Operative Banks/ Financial Institutions: Bank Guarantees issued by Co-Operative Banks/ Financial Institutions is **not to be accepted** under all circumstances.

6. OTHER IMPORTANT ISSUES-

i) BG Text Related Issues- Bank Guarantees should be clear and precise and should clearly specify the following:

1. The name and address of the applicant i.e Vendor
2. The name and address of the beneficiary i.e BHEL. It must be ensured that the concerned Unit's name is clearly mentioned in the Bank Guarantee.
3. The name and address of the guarantor Bank and Branch
4. A reference number or other information identifying the underlying contract
5. A reference number or other information identifying the issued guarantee.
6. The amount or maximum amount payable and the currency in which it is payable
7. The validity period/date of expiry of the guarantee including Claim period
8. Claim is payable without demur, protest or proof and merely on demand from BHEL. BG should be unconditional
9. It should clearly specify the place of Invocation
10. Presently, there is no legal requirement for getting signatures of Witnesses on the Bank Guarantees. Therefore, BHEL may not insist for the same.
11. In case of cutting/ overwriting on the Bank Guarantee have been properly authenticated under signature and seal of the executing Bank.

ii) Confirmation of genuineness/authenticity of the Bank Guarantee

Following safeguards in respect of all Bank Guarantees (including Extensions/ Amendments”) issued by any of the Banks (including Consortium Banks) are required to be taken –

a. The prescribed format in which BGs are acceptable from the contractors/sub-contractors/vendors may be formed part of the tender document. On receipt of the Original Bank Guarantee by BHEL, the same may be verified verbatim with the Bank Guarantee format provided by BHEL.

b. **Use of Structured Financial Messaging System (SFMS) for Sending and receiving Bank Guarantee Instruments**

   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. Therefore, Units should insist the contractors/sub-contractors/vendors to provide the Bank Guarantees from Banks which are already SFMS Compliant.

   Under SFMS System, a separate advice of the Bank Guarantee (via SFMS IFN 760COV) to be sent to the Advising bank (Beneficiary's Bank) through SFMS by the Issuing Bank (Applicant's Bank), after which the paper Bank Guarantee would become operative. Similar process to be followed for bank guarantee amendment also and separate advice (via SFMS IFN 767COV) is sent to the Advising Bank. It must be ensured that the Issuing and Advising Bank must be SFMS enabled. The details of Advising Bank / Beneficiary Bank (i.e. IFSC Code & Branch address) have to be provided to the BG issuing Bank along with the application for the Application/Request for issuance of Bank Guarantee.

   At the time of application for issuance of a Bank Guarantee, the applicant has to furnish Beneficiary's Bank Branch IFSC, Branch Name and address to the Issuing Bank. In this regard, details of those Banks in BHEL's Consortium may be provided to the contractors/sub-contractors/vendors which have waived Advising Charges for advising the Bank Guarantees (where BHEL is beneficiary) through SFMS. Corporate Office will share the details of those Banks from time to time

c. In case, any contractors/sub-contractors/vendors show their inability to submit the Bank Guarantee from Issuing Bank which is SFMS Compliant, Units may accept paper Bank Guarantee sent to BHEL directly by the issuing Bank under Registered Post (A.D) /Speed Post/Courier/By Hand. However, a declaration as to List of Vendor Banks along with a confirmation that none of their Banks are SFMS compliant may be obtained. Such a requirement shall be clearly specified in the Tender Document/ Contract

d. In exceptional cases, BGs received through the contractors/sub-contractors/vendors can be accepted. When a Bank Guarantee is directly received through the contractors/sub-contractors/vendors, the Issuing Branch should be requested to immediately send a confirmation that the said Bank Guarantee has been issued by them or send by Registered Post (A.D) an unstamped duplicate copy of the Bank Guarantee directly to BHEL with a Covering Letter. This will enable BHEL to compare the same with the original BG and ensure that the same is in order.

e. **Further Verification in respect of Bank Guarantees not advised through SFMS**
   As an additional measure of abundant precaution, all the Bank Guarantees received (not advised through SFMS) should be independently verified by BHEL and on receipt of the Original Bank Guarantee, the Issuing Bank may be requested to provide-

   1. Immediate Confirmation over email.

2. The possibility of getting confirmation through digitally signed secured emails from issuing Banks may be explored.
3. Thereafter, Banker may be requested to either provide the Confirmation Letter stating that the said Bank Guarantee has been issued by them and signed by their authorized employees in line with the financial authority/ powers given to these employees, or send by Registered Post (A.D) an unstamped duplicate copy of the Bank Guarantee directly to BHEL with a Covering Letter. Further, a confirmation may be obtained from the Bank that Bank Guarantee has been issued on a Stamp Paper of appropriate value.

All efforts shall be made by the Unit to obtain the confirmation as above within 10 days of receipt of the Bank Guarantees by BHEL.

f. **Additional Safe-guards for all Bank Guarantees (including advised through SFMS)**
The following additional safeguards may please be taken care at the Unit/ Region level in respect of all Bank Guarantees (including Extensions/ Amendments) issued by any of the Banks (including Consortium Banks) to ensure protection of BHEL's interest-

1. Stamp paper related –
   a. Wherever, e-stamping has been made compulsory, it is to be ensured that the Bank Guarantees has been issued in serially numbered security forms/ e-stamping. Verification of e-stamp can be done on-line http://www.shcilestamp.com (STOCK HOLDING CORPORATION OF INDIA LIMITED (SHCIL)).

      An e-Stamp can be verified online by clicking on verify e-Stamp certificate and entering the following details-
      1.State
      2.Certificate Number (UIN)
      3. Stamp Duty Type (Description of Document)
      4. Certificate Issue Date

   b. The BG Should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG us executed, whichever is higher.

   c. To ensure that the Stamp Paper is issued in the name of the Issuing Bank or in the name of the Contractor/sub-contractor/ vendor.

2. To ensure that the Bank Guarantees has been issued in serially numbered security forms.

3. As per RBI Guidelines, all Bank guarantees issued for Rs.50,000/- and above should be signed by two officials jointly. Further, the name, designation and code numbers of the officer/officers signing the guarantees should be mentioned under the signature(s) of officials signing the bank guarantee.

g. **Authorized Officials for dealing with Banks in respect of Bank Guarantees-** Units/Regions to assign responsibility for verification, timely renewal and timely encashment/ invocation of the Bank Guarantees to one or more Finance Executives depending upon the volume of work at the Unit/Region. **<u>All correspondence with the Banks for matters related to Bank Guarantees are required to be carried out by Finance executives only</u>**

iii) Other issues

a. Addition of jurisdiction Clause in the Bank Guarantee-

If required, Units/ Region may include the following jurisdiction Clause for dispute resolution at local level

" Any claim or dispute arising under the terms of this Guarantee shall be subject to the exclusive jurisdiction of the court at ___________ (Unit or HQ Location for ex. in case of PSWR - "Nagpur" /PSNR- Delhi, PSER- Kolkata/ PSSR0-Chennai) only.

However, it may be noted that the exclusive jurisdiction can form a part of the Bank Guarantee formats but it has to be seen that the Court upon whom the exclusive jurisdiction is being conferred must otherwise have jurisdiction for this clause to be effective under law.

iv) Safe Custody of Bank Guarantees-

Following steps may be taken by the concerned Finance Officials to ensure safety of Bank Guarantees-

1. Safe custody of the Bank Guarantees shall be the responsibility of Finance executive(s)
2. On receipt of the Bank Guarantee, the complete details of the Bank Guarantee should be entered in BG Register (physical register and also in separate file in soft form) **(As per Format at Annexure 2)** maintained centrally at the Unit/ Region/site. The data entered in the Register should be duly verified by the concerned official/officials.
3. Periodic physical verification and reconciliation of the Paper Bank Guarantees should be done with the BG Register.
4. Original Bank Guarantees including Extensions must be kept in safe Custody in **"Fire Proof"** Cabinets/ Cash Chests.

v) Long Duration Bank Guarantees

In case of Long Duration Bank Guarantees, it is advisable that only Bank Guarantees with validity for full period of the contract may be accepted by BHEL.

vi) Expiry Period and Claim Period

It may be ensured that the Expiry/Validity date and Claim date mentioned in the Bank Guarantee is in line with the Contract with the vendor.

Further, there should be an adequate gap, preferably 3-6 months, in the Expiry date and Claim Period so as to ensure that sufficient time is available with BHEL to submit Invocation Claim, if required under the Bank Guarantee. BHEL can claim the amount from the bank for the act which has happened before the validity (expiry) date but within the claim period. However, it is advisable that the Invocation Claim may be submitted within the Expiry date.

In this regard, it is to be noted that unless the Bank receives a written claim or demand on or before the Expiry date (in case there is no separate claim date) or Claim date (in case both Expiry date and claim date are included in the text) mentioned in the Bank Guarantee, all the rights of BHEL under the Bank Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under the said Bank Guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

vii) Extension of the Bank Guarantee-

In case of non-fulfillment or non-completion of the Contractual Commitments by the concerned contractor/sub-contractor/vendor**,** action for extension of the validity of the Bank Guarantee should be taken atleast 60 days before the Expiry date and in accordance with the terms and conditions of the Bank Guarantee. Commercial/Executing Agency/Construction Manager of the Unit/Region/site concerned should intimate the custodian i.e. Unit's Finance of the Bank Guarantees sufficiently in advance for the action to be taken for Extension of the Bank Guarantee. In case, no response is received by Unit's Finance 60 days before the Expiry Date from the concerned Commercial/Executing Agency/Construction Manager, the concerned Finance Official may take action for extension to ensure that BHEL's interest is safeguarded.

In this regard following points are required to be ensured-

a. Request for Extension of the validity is to be lodged atleast 60 days before the Expiry Date mentioned in the Bank Guarantee.

b. The letter seeking extension should be addressed to the contractor/sub-contractor/vendor as the extension is normally done by the Bank on the request of the Applicant (Contractor/sub-contractor/Vendor). The same should be sent through Registered Post with A.D/ Speed Post. Courier/By hand with a copy to the Issuing Bank with a request to invoke Bank Guarantee in case the same is not extended before expiry date and this should be treated as a Provisional Claim.

c. Regular follow-up with the contractor/sub-contractor/vendor through email/FAX for extension of BG need to be ensured.

d. In case the extension of the validity is not done 15 days before the expiry date, immediate action for Invocation of the Bank Guarantee should be taken by sending Final Invocation Claim to the Issuing Bank at the place of issue or such other place as is specified in the guarantee with a copy to the contractor/sub-contractor/vendor. All provisions in respect of "Invocation Claim" as per **Para viii** is required to be followed

viii) Invocation Claim

In event of Breach by the contractor/sub-contractor/vendor (s) of the terms and conditions of said Contract or failure of the contractor/sub-contractor/vendor to perform the said Contract for which the Bank Guarantee has been given or in case of failure of the contractor/sub-contractor/vendor to extend the validity of the Bank Guarantee (as per Para vii), the concerned Unit shall take immediate action for lodgment of Claim with the Issuing Bank's Branch for Invocation of Bank Guarantees. Commercial/Executing Agency/Construction Manager of the Unit/Region/site concerned should intimate the custodian of the Bank Guarantees sufficiently in advance for the action to be taken for invocation of the Bank Guarantee.

In this regard, following points may please be ensured-

a. Invocation Claim is to be lodged well before the Expiry date (in case there is no separate claim date) or Claim date (in case both Validity date and claim date are included in the text) mentioned in the Bank Guarantee.

b. Invocation Claim is to be typed on BHEL Letter Head with full Postal Address of BHEL's Unit. It should also contain contact details of BHEL's dealing official.

c. Invocation Claim is to be sent at the place of issue or such other place as is specified in the guarantee. Correctness of Issuing Bank's Address may be ensured before sending the Invocation Claim.

d. The scanned copy of the Invocation letter may be sent immediately through email followed by sending the Invocation letter by Speed Post/ Registered Post (with Acknowledgement Card)/ By Hand (to be got personally acknowledged) to ensure timely receipt by the Bank's Branch mentioned in the Bank Guarantee. The Acknowledgement/Receipts should be positively obtained and the same should be preserved as evidence of sending Invocation Claim well in time. Confirmation of receipt of the Invocation Letter may be obtained through email or over phone.

e. Invocation letter should clearly specify the Bank Guarantee Number.

f. A demand may be made for an amount less than the full amount available (partial demand). Further, more than one demand (multiple demands) upto the total value of Bank Guarantee may be made by BHEL within the validity period. **However, it may be ensured that demand should not be made for more than the amount available under the guarantee as the Bank will consider it a non-complying demand and may not act on the same.**

g. **It may be noted that Banks, as per the regulations, are required to <u>promptly</u> honour the guarantees issued by them as and when Bank Guarantees are invoked in accordance with the terms and conditions of the guarantee deeds. <u>Payment should be made to the beneficiaries without delay and demur.</u>**

Under a Bank Guarantee, the Bank undertakes to pay to the beneficiary, any money so demanded notwithstanding any dispute or disputes raised by the of the contractor/sub-contractor/vendor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto and the Banks liability is absolute and unequivocal. As such, the Banks cannot delay and deny honoring the invocation Claim.

Therefore, all steps should be taken to ensure timely payment by the Bank.

h. In case, the Bank does not act and pay within three working days from the date of presentation of Final Claim/ Demand, the matter may be immediately escalated to the Regional Office of that Bank's Branch and thereafter to their Head Office under intimation to Corporate Office. In case of no response, matter may be referred to Ombudsman, RBI etc.

i. After one month, if the amount is still not paid, unit may consider filling a legal case against the bank **in consultation with the Corporate Law Department.**

(Formats for Extension Letter /Invocation Claims are as per Format at Annexure G (1ST Letter), Annexure H (Reminder Letter), Annexure I (Final Claim/Invocation Letter) and Annexure J (Invocation Letter))

ix) Return of Bank Guarantee

a. After Expiry Period

The Expired Bank Guarantees which are not further required by BHEL due to fulfillment of the Contractual Commitments by the concerned of the contractor/sub-contractor/vendor may be returned to the concerned Bank under intimation to the Vendor/Contractor within 3 months from the date of expiry after ensuring completion of all the activities. The same is to be done on the specific recommendation/ approval of Commercial/Executing Agency/Construction Manager of the Unit/Region/site concerned.

b. Within Validity Period

In case, any Bank Guarantee is to be returned by BHEL due to fulfillment of the Contractual Commitments by the concerned of the contractor/sub-contractor/vendor within its validity period, the same has to be done on the specific recommendation/ approval of Commercial/Executing Agency/Construction Manager of the Unit/Region/site concerned after performing due-diligence.

x) Use of software

For timely and automatic alert in respect of Bank Guarantees due for expiration, use of software application is advisable. In case, the software is not available at a Unit, the same may be developed in a time bound manner.

ANNEXURE A

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY

(On non-Judicial paper of appropriate value)

Bank Guarantee No…………………..

Date………………………………………….

To

(Employerõs Name and Address)
é é é é é é é é é é é é é é é é é ..

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender Noé é é é é é é é é é é 1(Tender Conditions), M/s. é é é é é é é é é é é é é é é é é é é . having its registered office at é é é é é é é é é é é é é é é é 2 (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of**…………………….3** invited by é é é é é 4.(name of the Employer) through its Unit at é é é é é é é (

The Tender Conditions provide that the Tenderer shall pay a sum of Rs é é é é é é é é é . 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 of ....5 .... 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 é é é é é é é .é é é é é é é é é é é é ..(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 é é é é é .. 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 includingé é é é é é é é é é é ..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 é é é é é é é é é é é é .[7] we shall be discharged from all liabilities under this Guarantee.

We, é é é é é é 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 exceedé é é é é é 5é ..
b) This Guarantee shall be valid up to é é é é é é 6
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)

Dateé é é é é é .
Place of Issueé é é é é é .

[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*

Notes:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.

2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor/sub-contractor /vendor/ Bank issuing the guarantee.

3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region◆s Law Deptt.

4. **In Case of Bank Guarantees submitted by Foreign Vendors-**

   a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

   b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**

   b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank◆s (BHEL◆s Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

   b.2 **In case, Foreign Vendors intend to provide BG from** Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

   b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

ANNEXURE B

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

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 até é é é é é é ..(name of the Unit) having agreed to exempt (Name of the Vendor / Contractor / Vendors) with its registered office at_________ [2] (hereinafter called the said ďContractorò which term includes vendors), from demand under the terms and conditions of the Contract reference No.__________________________ dated __________ [3] valued at Rsé é é é [4] (Rupees -----------------------)[4] (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs.________________ [5] (Rupees ____ only),

we ____(indicate the name and address of the Bank) having its Head Office at ___________(address of the head Office) (hereinafter referred to as the Bank), , at the request of _____________________________ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, , an amount not exceeding Rs._______________ without any demur, immediately on 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

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 Contractor(s) 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.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, 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 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 & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially 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. 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 the liability under this guarantee thereafter.

We, ____(indicate the name of the 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 contractor(s) 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(s) 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 any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) 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 Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor 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. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We,é é é é é é . 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 exceedé é é é é é é é é é [5]

b) This Guarantee shall be valid up to é é é é é é [6]

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.

Date ____________ Day of _________

for____(indicate the name of the Bank)__

(Signature of Authorised signatory)

[1] *ADDRESS OF THE EMPLOYER. I.e Bharat Heavy Electricals Limited*

[2] *ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .*

[3] *DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE*

[4] *CONTRACT VALUE*

[5] *BG AMOUNT IN FIGURES AND WORDS*

[6] *VALIDITY DATE*

[7] *DATE OF EXPIRY OF CLAIM PERIOD*

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.

2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.

3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

4. **In Case of Bank Guarantees submitted by Foreign Vendors-**

   a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

   b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**

   b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

   b.2 **In case, Foreign Vendors intend to provide BG from** Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

   b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

ANNEXURE C

BANK GUARANTEE FOR ADVANCE

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited[1] (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 até é é é é é é ..(name of the Unit) having awarded toé é é é é é é é é [2] (Name of the Vendor / Contractor / Supplier), with its registered office at_________[2] (hereinafter called "the Vendor/Contractor/Supplier" which expression shall include its successors and permitted assigns) a contract Ref Noé é é é é é é é dated é [3]valued at Rsé é é é (Rupees ------------------------)/FCé é é é é é (in wordsé é é ..) for é é é é é é é é é é é [4](hereinafter called the 'Contract')

AND WHEREAS the Employer has agreed to advance to the Vendor/Contractor/Supplier, a sum of Rsé é é é . (Rupeesé é é é é é é .. only), equivalent to _______% of the said value of the Contract (hereinafter called "the said Advance"), upon the condition, that the said Advance shall be secured by a guarantee for Rs/ FC -------------------- (Rupees/ FC -----------------------)[5] from a Bank as hereinafter appearing.

We, é é é é é é é , (hereinafter referred to as the Bank), having registered/Head office at é é é é é é . and a branch at é é é é 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/FC -------------------- (Rupees/FC -----------------------) without any demur, merely on your first demand and without any reservation, protest and recourse and without the Employer 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/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.

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

We, the é é é é é é é é Bank 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 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.

We é é >>>> 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 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.

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.

This Guarantee shall remain in force upto and includingé é é é é é é é é é .. [6] and shall be extended from time to time on the request of the Employer 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 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 hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the é é é é é é é é é é é é .[7] we shall be discharged from all liabilities under this Guarantee.

We, é é é é é é 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 exceedé é é é é é é é é [5]
b) This Guarantee shall be valid up to é é é é é é [6]
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)

Dateé é é é é é .
Place of Issueé é é é é é .

[1] *NAME AND ADDRESS OF THE EMPLOYER. i.e Bharat Heavy Electricals Limited*

[2] *NAME AND ADDRESS OF VENDOR /CONTRACTOR / SUPPLIER*

[3] *DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE*

[4] *CONTRACT VALUE AND PROJECT/SUPPLY DETAILS*

[5] *BG AMOUNT IN FIGURES AND WORDS*

[6] *VALIDITY DATE*

[7] *DATE OF EXPIRY OF CLAIM PERIOD*

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.

2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.

3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

4. In exceptional circumstances where advance payment is to be made to a vendor and the Unit has contractually agreed with the Contractor/ Vendor for periodic reduction in Advance Bank Guarantee, if required the following clause may be added in the BG Text-

   "The liability under this Guarantee shall stand reduced proportionally on periodic basis, in accordance with the value of effected shipment/dispatches/services completed on written confirmation by BHEL."

5. **In Case of Bank Guarantees submitted by Foreign Vendors-**

   a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

   b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**

      b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter-Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter-Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

      b.2 **In case, Foreign Vendors intend to provide BG from** Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

      b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

ANNEXURE D

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

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 até é é é é é é ..(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) 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 Noé é é é é é é é dated é é é é é é é é é é é é é é .[3] valued at Rsé é é é [4] (Rupees ------------------------)/FCé é é é é é (in wordsé é é ..) for é é é é é é é é é é é [5] (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to é é % (é . Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we, é é é é é é é , (hereinafter referred to as the Bank), having registered/Head office at é é é é é . and inter alia a branch at é é é é 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.

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 / 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.

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.

We the é é é é é é é é bank 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.

We é é é é é é ..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.

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.

This Guarantee shall remain in force upto and includingé é é é é é é é é é é .. [7] and shall be extended from time to time for such period as may be desired by Employer.

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.

Unless a demand or claim under this guarantee is made on us in writing on or before the é é é é é é é é é é é é .[8]we shall be discharged from all liabilities under this guarantee thereafter.

We, é é é é é é 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 exceedé é é é é é é é é é [6]
b) This Guarantee shall be valid up to é é é é é é [7]
c) Unless the Bank is served a written claim or demand on or before _____________[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.

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)

Datedé é é é é é .
Place of Issueé é é é é é .

[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*

<u>Note:</u>

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.

2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.

3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

4. **In Case of Bank Guarantees submitted by Foreign Vendors-**

   a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

   b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**

      b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

      b.2 **In case, Foreign Vendors intend to provide BG from** Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

      b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

ANNEXURE E

BANK GUARANTEE FOR RELEASE OF AMOUNTS WITHHELD/LIQUIDATED DAMAGES AMOUNT

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the 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 até é é é é é ..(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) incorporated under the é é é é é é é é ..having its registered office at_________ [2](hereinafter referred to as the óVendor/Contractor/Supplierö, which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref Noé é é é é é é é dated é é é é é é é é é é é é é .[3]valued at Rsé é é é (Rupees ------------------------)/FCé é é é é é (in wordsé é é ..) for é é é é é é é é é é [4](hereinafter called the 'Contract')

And Whereas the Vendor/Contractor/Supplierôas per Contract should have completed the work/ supplies under the contract byé é é ..(date)

And Whereas as per terms and conditions of the Contract, the Employer is entitled to levy Liquidated Damages (LD) for delays/ shortfall in performance and the Employer has withheld an amount of Rs é é é é .by way of LD as per the Contract.

Now, on the request of the Vendor/Contractor/Supplierö, the Employer having agreed to release the amount of Rsé é é é é é ..withheld from the Vendorös/Contractorös/Supplierös invoices as Liquidated damages under the terms and conditions of the Contract on production of a Bank Guarantee for Rs.______________ (Rupeesé é é é only). [5]

We, é é é é é é é é , (hereinafter referred to as the Bank), having registered/Head office at é é é é é . and inter alia a branch at é é é é being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount of 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.

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/Supplierö 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 thereunder and the Vendor/Contractor/Supplierö shall have no claim against us for making such payment.

We the é é é é é é é é bank 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/closure of the Contract/settlement of the issues regarding imposition of liquidated damages 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.

We é é é é é .. 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/Supplierô 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/Supplierô 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/Supplierô or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor/Contractor/Supplierô 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 Vendor/Contractor/Supplierô and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor/Contractor/Supplierôs liabilities.

This Guarantee shall remain in force upto and includingé é é é é é é é é é .. [6] and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor/Contractor/Supplierô 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.

Unless a demand or claim under this guarantee is made on us in writing on or before the é é é é é é é é é é é é .[7]we shall be discharged from all liabilities under this guarantee thereafter.

We, é é é é é é 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 exceedé é é é é é é é é é [5]
b) This Guarantee shall be valid up to é é é é é é [6]
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)

Datedé é é é é é .

Place of Issueé é é é é é .

[1] *NAME AND ADDRESS OF THE 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 AND PROJECT/SUPPLY DETAILS*

[5] *BG AMOUNT IN FIGURES AND WORDS*

[6] *VALIDITY DATE*

[7] *DATE OF EXPIRY OF CLAIM PERIOD*

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.
4. **In Case of Bank Guarantees submitted by Foreign Vendors-**

   a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

   b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**

      b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

      b.2 **In case, Foreign Vendors intend to provide BG from** Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

      b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

ANNEXURE F

BANK GUARANTEE FOR SUPPLY FREE ISSUE MATERIAL

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited[1] (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 até é é é é é ..(name of the Unit) having awarded toé é é é é é é é é [2] (Name of the Vendor / Contractor / Supplier), with its registered office at_________[2] (hereinafter called "the Vendor/Contractor/Supplier" which expression shall include its successors and permitted assigns) a contract Ref Noé é é é é é é é dated é [3]valued at Rsé é é é (Rupees ------------------------)/FCé é é é é é (in wordsé é é ..) for é é é é é é é é é é é [4](hereinafter called the 'Contract')

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

we, é é é é é é é é , (hereinafter referred to as the Bank), having registered/Head office at é é é é é . and inter alia a branch at é é é é 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/FC -------------------- (Rupees/FC -----------------------) 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.

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 '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.

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.

We the é é é é é é é é Bank 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.

We é é é é é .. 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/Fabricatorô 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/Fabricatorô or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said 'Contractor/Supplier/Fabricatorô 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 Contractor/Supplier/ Fabricator and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's/Supplierøs/ Fabricator's liabilities.

This Guarantee shall remain in force upto and includingé é é é é é é é é é é .. [6] and shall be extended from time to time for such period as may be desired by Employer.

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.

Unless a demand or claim under this guarantee is made on us in writing on or before the é é é é é é é é é é é é .[7]we shall be discharged from all liabilities under this guarantee thereafter.

We, é é é é é é 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 exceedé é é é é é é é é é [5]
b) This Guarantee shall be valid up to é é é é é é [6]
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)

Datedé é é é é é .
Place of Issueé é é é é é .

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

[2] *NAME AND ADDRESS OF THE CONTRACTOR / SUPPLIER/ FABRICATOR .*

[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*

[7] *DATE OF EXPIRY OF CLAIM PERIOD*

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.

2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.

3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

4. **In Case of Bank Guarantees submitted by Foreign Vendors-**

   a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

   b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**

   b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

   b.2 **In case, Foreign Vendors intend to provide BG from** Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

   b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

ANNEXURE G

Format of Letter for Extension/ Invocation of Bank Guarantees

Ref No ....
Dated .. . .

To
The Branch Manager
(Mention complete correct postal address of the BG issuing Bank Branch)

Dear Sir,
Sub: Bank Guarantee No .... dated ... ... issued by your bank valid upto .... for Rs .... in favor of M/s. BHEL. ..... (Units name) on behalf of. . ... (name of contractor/ vendor/ supplier etc.)

We refer to the above mentioned Bank Guarantee (BG) issued by your bank at the request of ..... (Name of the contractor/ vendor/ supplier etc) towards.... ... ... (Nature of the BG issued) bank guarantee in favour of M/s. BHEL. ... . .. (Unitǿs name) expiring on . ... (validity date and the claim period). The said BG has to be kept valid till the full settlement/performance of the contractual terms and conditions entered into with .... (name of the contractor/ vendor/ supplier etc.). We have requested......... (name of the contractor! vendor/ supplier etc.) to get the above said BG extended for a period of .... Months i.e. upto . . .. (dd/mrn/yy).

In case the validity period of the said BG is not extended within 15 days before the expiry date i.e .. . . and received by us on or before ... .or in case the bank is not in a position to extend the validity period of the BG for whatever reasons, then this communication shall be treated as **invocation** of the above said BG and also as our demand on you to pay us the amount of Rs .... (Rupees .. .. only) by means of Demand Draft/Banker's Cheque payable at .. .. (name of place)/ through RTGS (as per details attached) being the proceeds of the BG immediately on the date of expiry of the said BG, without any further intimation to you.

Please note that unless we revoke the claim under the above said BG in writing, your bank is liable to make the payment of the full amount of the BG forthwith to BHEL on ... .

In the event this Bank Guarantee is extended for a period of at leasté é é months and such letter of extension, duly executed on non-judicial Stamp Paper of requisite value, is received by us, this claim may be treated as withdrawn. It is requested that the extended Bank Guarantee should be send directly to BHEL.

This without prejudice to our rights under the guarantee and under the law.

Kindly acknowledge receipt of this letter.

Yours sincerely

FOR & ON BEHALF OF BHEL
(Authorised Signatory)

Copy forwarded to: (should be known to the bank).

The Officer concerned (name)
MIs ....
(Name of the contractor /vendor/ supplier etc. with Complete Postal Address).

Please arrange to extend the BG upto..... as advised by BHEL in our letter dated ..... .
(Separate letter also to be sent to the contractor /vendor/ supplier etc. well in advance) latest by...... under intimation to us, failing which this letter be treated as notice of invocation).

Notes:

1) To be typed on BHELǿs Letter Head with full Postal Address of BHELǿs Unit.
2) To be sent to the bank by Registered Post with Acknowledgement Due / scanned copy through email as well as through fax / Courier/ by hand (to be personally acknowledged) 60Days prior to the date of expiry of the BG in question and/or in accordance with the terms and conditions of the Guarantee deed.
3) Bank's acknowledgement of receipt of Extension/Claim letter should be positively obtained and the same should be preserved.

ANNEXURE H

Format of Reminder letter to be sent to BG issuing bank atleast 15 days before expiry date of the BG in case the extended BG is not received in terms of contract from the issuing bank.

Ref No . .. .
Dated . ...

To, .
The Branch Manager
(Mention complete correct postal address of the BG issuing Bank/branch)

Dear Sir,

Sub: Bank Guarantee No .... Dated ..... issued by your bank valid upto .... for Rs .. .. in favour of M/s. BHEL .. .. (unit's name) on behalf of . . .. (name of contractor/ vendor/supplier etc.)

Please refer to our earlier letter No . . .. Dated . ... requesting you to extend the above Bank Guarantee (BG) for a period of .... Month(s) i.e. upto .. . . (date).

Till date we have neither received any advice from your bank nor received the extended BG in original as requested by us in our letter dated .... (date).

In case the said BG is not extended as requested by us in our letter dated . .... . , this letter shall also be treated as **demand for Invocation** of the said BG. The amount of Rs .. .. (Rupees .. .. only) be paid to BHEL positively on the date of expiry of the BG itself by way of Demand Draft/ Bankers cheque payable at .... (name of place).

This without prejudice to our rights under the guarantee and under the law.

Kindly acknowledge receipt of this letter.

Yours sincerely

For & on behalf of BHEL
(Authorised Signatory)

Copy forwarded to:
The Officer concerned(name)
M/s . .. .
(Name of the contractor/ vendor/ supplier etc. with complete postal address) for information and necessary action

Notes:

(1) To be typed in BHEL Letter Head with full Postal Address of BHEL's Unit.
(2) To be sent to the bank by Registered Post with Acknowledgement Due/ scanned copy through email as well as through fax / Courier/ by hand (to be personally acknowledged) atleast 15 days prior to the date of expiry of the BG in question and/ or in accordance with the terms and conditions of the guarantee deed.
(3) Bank's acknowledgement of receipt of Extension/Claim letter should be positively obtained and the same should be preserved.

ANNEXURE I

Format of third and final invocation letter to be sent to BG Issuing Bank five days before the of expiry of the BG, in case BG is not extended in terms of contract from by issuing bank.

Ref No ....
Dated ....

To,
The Branch Manager
(Mention complete correct postal address of the BG issuing Bank/branch)

Dear Sir,

Sub: Invocation of Bank Guarantee No .... Dated ..... issued by your bank valid upto .... for Rs . . .. in favour of M/s. BHEL. .... (unit's name) on behalf of .... (name of contractor/ Vendor/ supplier etc.)

Please refer to our earlier letter No .... Dated .. .. and letter dated .... wherein it was requested to extend the above said Bank Guarantee (BG) failing which to pay BHEL the amount of the BG by way of a Demand Draft/ Bankers Cheque.

Your bank has failed to renew the above BG till today as requested by BHEL. As already informed to you that the Contractor has failed to fulfill/ perform the said contract and in view of the same, we hereby demand and lodge our claim against the abovementioned Bank Guarantee for the payment of Rs ... . (Rupees .... only). Please arrange to pay the amount by means of a Demand Draft/ Bankers' Cheque/ Through RTGS (as per details attached) today itself.

You are requested to immediately meet your obligation under the Bank Guarantee and make the payment.

Kindly acknowledge receipt of this letter.

Yours sincerely,
For & on behalf of BHEL
(Authorised Signatory)

Note:

1) To be typed in BHEL Letter Head with full Postal Address of BHEL unit.
2) To be sent to the bank by Registered Post with Acknowledgement Due/ scanned copy through email as well as through fax / Courier/ by hand (to be personally acknowledged) atleast 5 days prior to the date of expiry of the BG in question and/ or in accordance with the terms and conditions of the guarantee deed.
3) Bank's acknowledgement of receipt of claim letter should be obtained positively and the same should be kept on records.
4) This letter will also be taken by an authorized BHEL's official to the bank and acknowledgement is to be received positively. The matter is required to be followed up by the concerned official and efforts to be made for getting the payment immediately.

ANNEXURE J

Format of Letter for Invocation of Bank Guarantees

Ref No ....
Dated .. . .

To
The Branch Manager
(Mention complete correct postal address of the BG issuing Bank Branch)

Dear Sir,

Sub: Bank Guarantee No .... dated ... ... issued by your bank valid upto .... for Rs .... in favor of M/s. BHEL. ..... (Units name) on behalf of. . ... (name of contractor/ vendor/ supplier etc.)

We refer to the above mentioned Bank Guarantee (BG) issued by your bank at the request of ..... (Name of the contractor/ vendor/ supplier etc) towards.... ... ... (Nature of the BG issued) Bank Guarantee in favour of M/s. BHEL. ... . .. (Unitφs name) expiring on . ... (date including the claim period).

We do hereby lodge our claim/ demand in terms of the Bank Guarantee and call upon you to immediately pay us Rsé é é é é é é (Rupeesé é é é .only) by means of Demand Draft/Banker's Cheque payable at .. .. (name of place)/ Through RTGS (as per details attached)

Kindly acknowledge receipt of this letter.

Yours sincerely

FOR & ON BEHALF OF BHEL
(Authorised Signatory)

Notes:

1) To be typed in BHEL Letter Head with full Postal Address of BHELφs Unit.
2) To be sent to the bank by Registered Post with Acknowledgement Due/ scanned copy through email as well as through fax / Courier/ by hand (to be personally acknowledged) sufficiently in advance before the date of expiry of the BG in question and/ or in accordance with the terms and conditions of the Guarantee Deed.
3) Bank's acknowledgement of receipt Claim letter should be positively obtained and the same should be preserved.
4) This letter will also be taken by an authorized BHELφs official to the bank and acknowledgement is to be received positively. The matter is required to be followed up by the concerned official and efforts to be made for getting the payment immediately.

ANNEXURE 1

List of Consortium Banks (As on 22.02.2017)			
	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

ANNEXURE 2

BANK GUARANTEE REGISTER

SL.NO	DATE OF RECEIPT	NAME OF THE BANK ALONG WITH BRANCH	ISSUE DATE	VENDOR/ CONTRACTOR	PURCHASE ORDER/CONTRACT AGREEMENT/WORK ORDER NO	AMOUNT OF BANK GUARANTEE TO BE FURNISHED AS PER TERMS AND CONDITIONS	AMOUNT OF BANK GUARANTEE FURNISHED	ORIGINAL VALIDITY	EXTENDED PERIOD OF VALIDITY	ORIGINAL CLAIM DATE	EXTENDED PERIOD OF CLAIM DATE	DATE OF RETURN	PARTICULARS OF LETTER NO. WITH WHICH RETURNED
1	2	3	5	6	7	8	9	10	11	12	13	14	15