

## **Instructions to the Applicants**

**The BGs to be issued should comply with the following criteria:**

1. Bank Guarantee text should be strictly as per CERC approved Format
2. Stamp Paper to be purchased by Bank with Bank as first Party and Central Transmission Utility of India as second party.
3. Bank Guarantee to be submitted should have signatures of Two Witness with their Names and addresses
4. BG shall have Bank official's Signature with Designation, Official Stamp and Address
5. Attorney (as per Power of Attorney) number with date.
6. Conn-BG1, Conn-BG2 and Conn-BG3 shall be issued by any scheduled commercial bank recognized by Reserve Bank of India, in favor of Central Transmission Utility of India Limited.
7. Claim for BG is to be lodged in the bank branch situated in NCR only. Further, BG shall be payable at any of the bank branch situated in NCR.
8. SFMS along with Bank Guarantee is to be provided.
9. Claim date should be one year later than the expiry date of the BG.
10. Bank should provide name, mobile number, email address of its officer with complete postal address with pin code where BG is to be verified, claim is to be lodged and for any further future correspondences for rectification / renewal / discharge / encashment of BG.
11. For BG verification using SFMS facility, the following methodology is to be adopted.
  - a) At the time of issuance of the BG (including its extensions), in order to avail BG verification through SFMS facility, the issuing Bank will input the IFSC code as SBIN0017313 which is the bank of the beneficiary i.e. Central Transmission Utility of India Limited (CTUIL), in the Advising Bank field in their Trade Finance Portal for BG issue. The details of CTUIL's account are as below:

• A/c no: 40007029694

- Branch: CAG-II New Delhi (17313)

- b) Following additional paragraph regarding issuance of Bank Guarantee through SFMS Platform consisting of the following should be added at the end of the proforma of the Bank Guarantee (i.e. end paragraph of the Bank Guarantee preceding the signatures of the issuing authority of the BG)

***“This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank.”***

- c) The BG should be issued through SFMS facility to the extent possible. In cases where SFMS feature is not activated, the same shall be confirmed by the issuing bank. In such cases, the BGs will be issued by Banks through their Trade Finance Portal and verification of the same will be done through paper-based BG confirmation.

12. The applicant shall submit the Check List as given below along with the Bank Guarantee.

### Check List to be provided along with Bank Guarantee under GNA Regulations

S.No	Checking Parameters	Yes or No (Please Tick)	Deviation if any with reasons
1	Whether the Bank Guarantee text is as per CERC approved Format	Y/N	
2	Whether the Stamp Paper of Appropriate value is purchased by Bank with Bank as first Party and Central Transmission Utility of India as second party.	Y/N	
3	Whether the Bank Guarantee has signatures of Two Witness with their Names and addresses	Y/N	
4	Whether the Bank Guarantee has Signature of the BG issuing Bank official along with designation, official stamp, branch address & specific code of the official.	Y/N	
5	Whether the Bank Guarantee is issued by scheduled commercial bank recognized by Reserve Bank of India, in favor of Central Transmission Utility of India Limited	Y/N	
6	Whether the Bank Guarantee is payable at any of the bank branch situated in NCR.	Y/N	
7	Whether the Bank Guarantee is issued through Trade Finance Portal.	Y/N	
8	Whether the Bank Guarantee is issued with SFMS	Y/N	
9	Whether the Bank Guarantee validity period is as per intimation of grant/GNA Regulation	Y/N	
10	Whether the Claim date is minimum 365 days beyond the date of expiry of BG.	Y/N	
11	Whether the Bank has provided name, mobile number, email address of its officer with complete postal address with pin code where BG is to be verified, claim is to be lodged and for any further future correspondences for rectification / renewal / discharge / encashment of BG.	Y/N	

Signature & Name of authorized person

Company Stamp

Date

**Please refer “Instructions to the Applicants” mentioned above**

(To be stamped in accordance with Stamp Act)

**FORMAT-LAND-BG**

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Ref. ....

Bank Guarantee No. ....

Date .....

To

Central Transmission Utility of India Ltd.  
Saudamini, Plot No.2  
Sector 29, Near IFFCO Chowk  
Gurgaon (Haryana) - 122001, INDIA

Dear Sirs,

In consideration of the Central Transmission Utility of India Ltd, (hereinafter referred to as the ‘CTUIL’ which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having assigned by CERC to process Connectivity and General Network Access applications as per “Central Electricity Regulatory Commission (Connectivity and General Network Access to inter-state Transmission System) Regulations, 2022 & amendments thereof” and M/s ..... (name of applicant) who has applied for Connectivity with its Registered/Head office at ..... (hereinafter referred to as the “CONNECTIVITY APPLICANT” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns)

AND WHEREAS as per Central Electricity Regulatory Commission (Connectivity and General Network Access to inter-state Transmission System) Regulations, 2022 & amendments thereof”, CONNECTIVITY APPLICANT is required to furnish a Bank Guarantee) for a sum of Rs. ----- /- (Rupees ----- Only) as a security for fulfilling its commitments to CTUIL as stipulated under Regulation 5 of the aforesaid Regulation.

WHEREAS it has been agreed by the CONNECTIVITY applicant that in case of failure to submit stipulated documents as a proof of Ownership or lease rights or land use rights within 18 months of issuance of an in-principle grant of Connectivity or within 12 months of issuance of a final grant of Connectivity, whichever is earlier and in abiding various terms and conditions required as per CERC, Connectivity and General Network Access to inter-state Transmission System) Regulations, 2022 & amendments thereof” on the subject, CTUIL shall have the right to collect at the rate of Rs. 10,00,000/MW (Rupees Ten Lakh only/MW) for total quantum of connectivity upto 1000 MW and Rs. 100 Cr. Plus Rs. 5,00,000/MW (Rupees Five Lakh only/MW) for quantum of connectivity over and above 1000 MW.

We.....

(Name & Address of the Bank)

having its Head Office at.....(hereinafter referred to as the ‘Bank’, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the CTUIL on demand any and all monies payable by the CONNECTIVITY APPLICANT to the extent of .....as aforesaid at any time upto .....\*\* .....(days/month/year) without any demur, reservation, context, recourse or protest and/or without any reference to the CONNECTIVITY APPLICANT.

Any such demand made by the CTUIL on the Bank shall be conclusive and binding notwithstanding any difference between the CTUIL and the APPLICANT or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without prior consent of the CTUIL and further agrees that the guarantee herein contained shall continue to be enforceable till the CTUIL discharges this guarantee or till the expiry of tenor (including Claim period) whichever is earlier.

The CTUIL shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the obligations under the Central Electricity Regulatory Commission (Connectivity and General Network Access to inter-state Transmission System) Regulations, 2022 & amendments thereof”, by the APPLICANT. The CTUIL shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the APPLICANT, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, under the Central Electricity Regulatory Commission (Connectivity and General Network Access to inter-state Transmission System) Regulations, 2022 & amendments thereof” or any other course or remedy or security available to the CTUIL. The Bank shall not be released of its obligations under these presents by any exercise by the CTUIL of its liberty with reference to the matters aforesaid or any of them or by reason of any

other act of omission or commission on the part of the CTUIL or any other indulgences shown by the CTUIL or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the CTUIL at its option shall be entitled to enforce this Guarantee-as a principal debtor, in the first instance without proceeding against the APPLICANT and not withstanding any security or other guarantee the CTUIL may have in relation to the APPLICANT's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs. ----- /- (Rupees ----- Only) and it shall remain in force up to and including.....(minimum 1 year from the last date of the month in which application has been submitted) and shall be extended from time to time for such period (not exceeding ..... year), as may be desired by M/s ..... on whose behalf this guarantee has been given. CTUIL shall be entitled to invoke this guarantee up to three hundred sixty five (365) days of the last date of the validity of this Guarantee.

Notwithstanding anything contained herewith:

- i. Our liability under this Bank Guarantee shall not exceed Rs. ----000/- (Rupees ----- Only).
- ii. The Bank Guarantee shall be valid up to (minimum 1 year from the last date of the month in which application has been submitted) ..... and claim period is -----(minimum 1 year from date of validity of bank guarantee)
- iii. 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 ..... (date of expiry of claim period of Guarantee) in ..... (name and address of branch of Bank in NCR)

Dated this ..... day of ..... 20 ..... at.....

***“This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank.”***

WITNESS

.....

(Signature)

.....

(Name)

.....

.....

(Signature)

.....

(Name)

.....

(Official Address)

(Designation with Bank Stamp)

Attorney as per Power

of Attorney No.....

Date.....