Check List duly signed by issuing Bank to be provided along with Bank Guarantee under GNA Regulations

Bank Guarantee no. …….. dated …….

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

Bank Stamp

Date

Covering Letter of the Bank Guarantee

SL. NO. / REF NO.: ……
Date: --/--/----

To,
Central Transmission Utility of India Limited
5th to 10th Floor,
Ircon International Tower, Tower No-1,
Plot No.-16, Sector-32, Gurugram, Haryana-
122003

Subject: Submission/ issuance of Bank Guarantees

Dear Sir/Madam,

We are pleased to submit the details of the Bank Guarantee issued in favor of Central Transmission Utility of India Limited. The particulars are as follows:

Particulars	**Details**
BG No.	
Date of Issuance	
Amount of BG	
Validity Date	
Claim Date	
Name & Address of Applicant	
BG Confirmation Address	
BG Confirmation Email & Contact No.	

Should you require any additional information or supporting documents, please feel free to contact us.

Thanking You,
Yours faithfully,
(Authorized Signatory)

Name
Designation
Contact Details

Bank Name

(To be stamped in accordance with Stamp Act)

FORMAT-CONN-BG

Ref..... Bank Guarantee/ POI No.....

Date.....

To,

Central Transmission Utility of India Limited 5th to10th Floor,

Ircon International Tower, Tower no-1,

Plot no -16, Sector-32, Gurugram, Haryana-122001

Dear Sirs,

In consideration of the Central Transmission Utility of India Limited, (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 has issued In-Principle Grant of connectivity vide intimation no. ..... dated to M/s……. (Name of APPLICANT) with its Registered/Head office at… (hereinafter referred to as the "APPLICANT" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns).

WHEREAS it has been agreed by the APPLICANT that the said Bank Guarantee (BG) shall be returned or encashed in terms of Procedure for "Connectivity and General Network Access to inter-state Transmission System) Regulations, 2022.

AND WHEREAS as per Central Electricity Regulatory Commission (Connectivity and General Network Access to inter-state Transmission System) Regulations, 2022

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 8 of the aforesaid Regulation.

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

APPLICANT to the extent of Rs. ------- /- as aforesaid at any time up to **(days/month/year) without any demur, reservation, context, recourse or protest and/or without any reference to the APPLICANT.

Any such demand made by the CTUIL on the Bank shall be conclusive and binding not withstanding 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 previous 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 said agreement 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, in the Agreement between the CTUIL and the APPLICANT 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 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 ……. 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.....

WITNESS

…….	…….
(Signature)	(Signature)
…….	…….
(Name)	(Name)
…….	…….
(Official Address)	(Designation with Bank Stamp)

Attorney as per Power

of Attorney No……

Date.....