



भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
BHARAT HEAVY ELECTRICALS LIMITED

(भारत सरकार का उपक्रम) / (A GOVERNMENT OF INDIA UNDERTAKING)

कॉर्पोरेट वित्तीय सेवायें विभाग / CORPORATE FINANCIAL SERVICES DEPARTMENT

Phone No. +91 11 6633 7255 / 7236

Fax: +91 11 66337309 / 26001067

No.: AA/FS/23-24/IBG004/MEL

Dt.: 2-08-2023

Branch Manager,  
(BHEL's Consortium Bank/s)

Kind attention Mr. \_\_\_\_\_

**Sub: Quotes for Bank Guarantee**

BHEL is required to arrange following Bank Guarantees in favor M/s Mahan Energen Limited (MEL)-

Sl No.	Project Name	BG Nature	CCY	BG Amount	BG Amount in (Rs /Cr)	Validity	Claim Period	As per Contract
1	2 x 800 MW Mahan TPP	PERF.	INR	19585,00,000	195.85	01-Feb-28	01-Apr-28	Acceptable Bank for issuance *
2		ABG	INR	19585,00,000	195.85	01-Feb-27	01-Apr-27	
		<b>Total</b>		<b>39170,00,000</b>	<b>391.70</b>			

\* Acceptable Bank shall mean an Indian branch of either, the State Bank of India constituted under the State Bank of India Act, 1955, or of a 'scheduled bank' in India (as defined under the Reserve Bank of India Act, 1934) whose long term debt is rated at least AA (or equivalent) by CRISIL Limited or assigned an equivalent rating by an Indian credit rating agency, Fitch or Experian and acceptable to the Owner in its sole discretion, or of a first class international credit institution with a combined capital and surplus of US Dollar One Billion (US\$ 1,000,000,000) or more and whose long term debt is rated at least A- (A minus) (or equivalent) by Standard and Poor Corporation or A3 (or equivalent) by Moody's Investor Services Inc.

1. Bank Guarantee text for above-mentioned Guarantees are enclosed at Annexure A and B. No change in the BG Text will be acceptable by the beneficiary.
2. Tenders are invited from Banks as Part-I and Part-II bid.  
(a) Bidders to submit declaration in Part-I formats as per Annexure-I  
(b) Bidders to specify the BG charges for the same in the Part-II formats as per Annexure II-A & II-B. BHEL shall not bear any charges not indicated upfront by the bank in their quote. In case of Foreign Currency BG bids will be evaluated on TT selling rate of SBI card rates on the date of bid submission/ previous day in case of non-availability of card rates on date of bid submission.
3. In case the Bank wishes to mention any of its conditions / disclaimer the same may be mentioned in **Part I Bid only**. The decision for acceptance / rejection of conditions, if any, mentioned by the bidders shall be at the sole discretion of BHEL. If any of the conditions / disclaimer is stated in Part II Bid, the same shall not be given any cognizance and will be treated as null & void.
4. Bidders are requested to quote for the BG as above, considering the limits available. In case of multiple BG's in Tender, Bidder may submit their **quotes for any or all of the required BG**. If required, additional limits will be allocated to the successful bidder(s) out of overall Consortium Limits.
5. BG issuance shall be subject to RBI guidelines in this regard and accordingly applicable on both BHEL and banks. The successful bidder shall be provided the necessary documents as mutually agreed to by bank and BHEL for opening the Bank guarantee.
6. **SUBMISSION OF OFFERS**  
The bids can be submitted by any of the following modes latest by **07.08.2023 (Upto 11.30 Hrs)**  
(i) EMAIL (as per para 7.1), **OR**  
(ii) Sealed Cover and sent through Registered Post or Courier or by Hand (as per para 7.2)

पंजीकृत कार्यालय: बीएचईल हाऊस, सीरी फोर्ट, नई दिल्ली-110049, भारत

Regd Office: BHEL House, Siri Fort, New Delhi-110049, INDIA

CIN: L74899DL1964GOI004281



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Phone No.+91 11 6633 7255 / 7236 Fax:+91 11 66337309 / 26001067

## 7.1 Through E-mail

7.1.1 Part-I Bid may be submitted through **email** at the following address:  
**technicalbid-corp@bhel.in**

The subject may be mentioned as-

**T1: PART I BID for BG in favour of M/s MEL**

7.1.2 Part II bids may be submitted through **email** at the following address:  
**pricebid-corp@bhel.in**

The subject may be mentioned as-

**P1: PART II BID for BG in favour of M/s MEL**

7.1.3 Bids are to be sent through email with sufficient time margin so as to reach us within given timelines. In case either Part-I Bid or Part-II bid or both the bids are received after the scheduled timelines, the same will be rejected and the bidder will not be considered for evaluation. Bids are sent **ONLY on e-mail ids provided for the purpose and not to any other id of BHEL official.**

## 7.2 The tender can also be submitted in Separate sealed cover for Part I / PART II as follows:

Envelope 1: **PART I BID for BG in favour of M/s MEL**

Envelope 2: **PART II BID for BG in favour of M/s MEL**

These envelopes will be put in a larger envelope super scribing on this envelope:  
**"PART I and PART II bids for Bank Guarantee for M/s MEL"**

7.2.1 **No. and Due date of Tender Opening also must be super scribed on all the envelopes containing Bids/Tenders.** The Tender received after the Due Date and time of Submission are liable to be rejected. The bids shall be addressed to the official inviting tenders by designation (as below) and shall be submitted/dropped in the Tender box **placed at the 5th Floor (outside B-Wing)** of BHEL House, Siri Fort, New Delhi.

**SR. DEPUTY GENERAL MANAGER (FINANCE)  
CORPORATE FINANCE-FSD,  
BHARAT HEAVY ELECTRICALS LIMITED  
SIRI FORT, NEW DELHI-110049.**

8. Clarifications, if any, on the tender may be sought by bidders at following contact details:  
Phone No. 011-66337255, 011-66337301, 011-66337325 Fax: 011-66337309  
Email: [ssingh@bhel.in](mailto:ssingh@bhel.in) ; [vikas.y@bhel.in](mailto:vikas.y@bhel.in) ; [shashi.kumari@bhel.in](mailto:shashi.kumari@bhel.in)

9. The offer including Quotes submitted by a Bank shall be kept valid for acceptance for a period of 3 months from the date of opening of PART II bid.

10. **Bid Opening-** Part-I bids shall be opened on **7.08.2023 at 12.00 Hrs** in the presence of bidders who may like to be present at that time. In case there is no deviation in Part-I bids, Part II bid is likely to be opened immediately after opening of Part-I bid. However, if bids are received with deviations, the



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कॉर्पोरेट वित्तीय सेवायें विभाग / CORPORATE FINANCIAL SERVICES DEPARTMENT

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date of opening Part II bids will be intimated subsequently. Bidders are requested to keep in touch with BHEL for knowing the date and time of opening Part-II bids.

11. **Evaluation of tender** - Party quoting lowest Bank Charges in the PART II will normally be declared L-1. Bids for BG's will be evaluated independently on individual BG basis i.e. The evaluation in respect of each BG shall be done separately and Bank quoted lowest rate for respective BG will be awarded the respective BG.

12.

*"In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.*


*In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).*

*Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding."*

13. **Award of Contract**- BHEL will award the contract to the successful Bidder(s) whose Bid has been qualified and have offered the lowest Bank Charges as evaluated at para 11 above. Kindly note, that in case you are not interested in submitting the offer for any reasons, you may please send a regret letter indicating reasons for the same with in the given timelines.

Thanking you,

Yours Sincerely  
For & on behalf of BHEL

  
2/8/23  
(Sangeeta Singh)  
Sr. DGM (Fin)

पंजीकृत कार्यालय: बीएचईल हाऊस, सीरी फोर्ट, नई दिल्ली-110049, भारत

Regd Office: BHEL House, Siri Fort, New Delhi-110049, INDIA

CIN: L74899DL1964GOI004281

(To be submitted on the Letterhead of Bank)

No.: AA/FS/23-24/IBG004/MEL

Date: \_\_\_\_\_

**ANNEXURE – I**

**DECLARATION SHEET  
(BGs in favour of M/s MEL)**

It is hereby confirmed that ..... (Name of the bank) -

- a) Agrees to issue the Bank Guarantee as per the formats provided at **Annexure-A & B**
- b) Bank Agrees to issue the following BG as per details:

SI No.	Project Name	BG Nature	CCY	BG Amount	BG Amount in (Rs /Cr)	Validity	Claim Period	As per Contract	Mention ✓
1	2 x 800 MW Mahan TPP	PERF.	INR	19585,00,000	195.85	01-Feb-28	01-Apr-28	Acceptable Bank for issuance*	
2		ABG	INR	19585,00,000	195.85	01-Feb-27	01-Apr-27		
		<b>Total</b>		<b>39170,00,000</b>	<b>391.70</b>				

*\* Acceptable Bank shall mean an Indian branch of either, the State Bank of India constituted under the State Bank of India Act, 1955, or of a 'scheduled bank' in India (as defined under the Reserve Bank of India Act, 1934) whose long term debt is rated at least AA (or equivalent) by CRISIL Limited or assigned an equivalent rating by an Indian credit rating agency, Fitch or Experian and acceptable to the Owner in its sole discretion, or of a first class international credit institution with a combined capital and surplus of US Dollar One Billion (US\$ 1,000,000,000) or more and whose long term debt is rated at least A- (A minus) (or equivalent) by Standard and Poor Corporation or A3 (or equivalent) by Moody's Investor Services Inc*

- c) Confirm that we meet the requirement of beneficiary as to "Acceptable Bank" as mentioned at Sl. No. b for issuance of BGs as our long term debt rating is.....as per .....(Name of Rating Agency). (Supporting document to be attached).
- d) The quote is being provided as per Annexure-II (Price Bid) format. If required, additional limits will be allocated by BHEL out of overall Consortium limits.
- d) No deviation will be taken in the Price Bid format provided in **Annexure II-A & II-B**

(Authorized representative's signature with seal)

Name:.....  
Contact No.: .....  
Email:.....

(To be submitted on the Letterhead of Bank)

**PART II – Price Schedule for BG****ANNEXURE II-A****1. PRICE SCHEDULE**

Customer- M/s Mahan Energen Limited (MEL)							
Sl No.	Project Name	BG Nature	CCY	BG Amount	BG Amount in (Rs /Cr)	Validity	Claim Period
1	2 x 800 MW Mahan TPP	PERF.	INR	19585,00,000	195.85	01-Feb-28	01-Apr-28

**2. BG CHARGES****TABLE A- FOR EVALUATION**

Sl. NO	Particulars	INR	% p.a.
1.	BG issuance Charges Rs./ % per p.a.		
2.	Swift/P&T (Rs.)		
3.	Other Charges if any Rs./ (%)		
4.	Statutory dues (if any) / Rs./ (%)		
5.	Please Specify Charges to be calculated on the basis of No. of Days / Monthly / Quarterly		
6.	Charges will be recovered by Bank Quarterly/ Annually		
	TOTAL AMOUNT IN Rs.		

**TABLE B- OTHER CHARGES (NOT FOR EVALUATION)**

Sl. NO	Particulars	INR	% p.a.
I	Tax on above (%) (Please specify Sl. No. at Table A on which Tax is applicable)		
II	Amendment charges— • Financial- (%) • Non-Financial- Rs.		
III	In case of foreclosure (closed before actual expiry), Bank Charges will be refunded to BHEL on pro rata basis. Please Specify the charges will be refunded to BHEL on Pro-rata basis for Balance period on the basis of : No.of Days / Monthly / Quarterly		
IV	In case of extension of BG, Bank Charges will be paid by BHEL on Pro-rata basis for extended period on the basis of No.of Days / Monthly / Quarterly		

**Notes:**

- Banks to quote their Charges considering BG commission start Date 5-08-2023. In case of increase or decrease in no. of days, charges will be paid on prorata basis.
- In Case of BG is returned to the Bank for closure (within 1 month of issuance) as the same is not used for the purpose it was issued, BHEL will pay only 1-month Bank charges
- Bidders are required to submit BG issuance charges in absolute INR amount and in (% p.a.) terms. In Case of any difference in % and absolute amount, charges quoted in % p.a. terms will be considered for evaluation purpose and Charges will be computed till BG claim date for comparison purpose.
- The evaluation will be done based on the charges quoted at Table A, Sl. No.1 to 5. In case the bidders have provided their quotes only in % terms, the evaluation of the bidders will be done considering the charges worked out as per terms quoted at A (For Evaluation) S.No. 1 to 5 above.
- Charges/ Terms quoted at Table B –Other Charges will not be considered for Evaluation purposes.
- Charges excluding GST will be considered for evaluation.
- BHEL shall not bear any charges not indicated upfront by the Bank in their response.
- The Stamp Paper shall be paid as per actuals.

(Signature of the authorized official along with seal)

**PART II – Price Schedule for BG****ANNEXURE II-B****2. PRICE SCHEDULE**

Customer- M/s Mahan Energen Limited (MEL)						
Project Name	BG Nature	CCY	BG Amount	BG Amount in (Rs /Cr)	Validity	Claim Period
2 x 800 MW Mahan TPP	ABG	INR	19585,00,000	195.85	01-Feb-27	01-Apr-27

**3. BG CHARGES****TABLE A- FOR EVALUATION**

Sl. NO	Particulars	INR	% p.a.
1.	BG issuance Charges Rs./ % per p.a.		
2.	Swift/P&T (Rs.)		
3.	Other Charges if any Rs./ (%)		
4.	Statutory dues (if any) / Rs./ (%)		
5.	Please Specify Charges to be calculated on the basis of <b>No. of Days / Monthly / Quarterly</b>		
6.	Charges will be recovered by Bank <b>Quarterly/ Annually</b>		
	TOTAL AMOUNT IN Rs.		

**TABLE B- OTHER CHARGES (NOT FOR EVALUATION)**

Sl. NO	Particulars	INR	% p.a.
I	Tax on above (%) (Please specify Sl. No. at Table A on which Tax is applicable)		
II	Amendment charges— • Financial- (%) • Non-Financial- Rs.		
III	In case of foreclosure (closed before actual expiry), Bank Charges will be refunded to BHEL on pro rata basis. Please Specify the charges will be refunded to BHEL on Pro-rata basis for Balance period on the basis of : <b>No.of Days / Monthly / Quarterly</b>		
IV	In case of extension of BG, Bank Charges will be paid by BHEL on Pro-rata basis for extended period on the basis of <b>No.of Days / Monthly / Quarterly</b>		

**Notes:**

- Banks to quote their Charges considering BG commission start Date 5-08-2023. In case of increase or decrease in no. of days, charges will be paid on prorata basis.
- In Case of BG is returned to the Bank for closure (within 1 month of issuance) as the same is not used for the purpose it was issued, BHEL will pay only 1-month Bank charges
- Bidders are required to submit BG issuance charges in absolute INR amount and in (% p.a.) terms. In Case of any difference in % and absolute amount, charges quoted in % p.a. terms will be considered for evaluation purpose and Charges will be computed till BG claim date for comparison purpose.
- The evaluation will be done based on the charges quoted at Table A, Sl. No.1 to 5. In case the bidders have provided their quotes only in % terms, the evaluation of the bidders will be done considering the charges worked out as per terms quoted at A (For Evaluation) S.No. 1 to 5 above.
- Charges/ Terms quoted at Table B –Other Charges will not be considered for Evaluation purposes.
- Charges excluding GST will be considered for evaluation.
- BHEL shall not bear any charges not indicated upfront by the Bank in their response.
- The Stamp Paper shall be paid as per actuals.

(Signature of the authorized official along with seal)

# CONTRACT PERFORMANCE BANK GUARANTEE CUM PERFORMANCE BANK GUARANTEE

WHEREAS [●] [Mahan Energen Limited] (hereinafter referred to as the "Employer" or "You") has placed an order on [●] [Bharat Heavy Electricals Limited] (hereinafter referred to as the "Contractor") vide work order number [●], dated [●] and having a value of [●] (Rs. [●] only) [Rs 3917,00,00,000/-] (hereinafter referred to as the "Contract Documents") and has agreed that the Contractor shall furnish to You Contract Performance cum Performance Bank Guarantee of Rupees [●] (Rs. [●] only) [Rs 195,85,00,000/-] as for the faithful performance of the Contractor's entire Scope of Work under the PO Documents, including the Contractor's warranty obligations and rectification of Defects during the Defect Liability Period in accordance with the terms of the aforesaid PO Documents. AND WHEREAS the Bank (as defined herein below) furnishing an unconditional and irrevocable bank guarantee in the form and manner hereinafter specified. Therefore, we, [●] [insert details of the Bank issuing the guarantee] a company incorporated under Companies Act 1956 and a banking company under the Banking Regulation Act 1949, having its registered office and head office at [●] and among other places one of its branches at [●] (hereinafter referred to as the "Bank" or "We" or "Us"), do hereby covenant and agree with You as follows:

1. We hereby irrevocably and unconditionally guarantee and undertake to pay to You, and on the receipt of your first demand or claim in writing at our above mentioned branch office address, any and all amounts payable with respect to losses, damages, costs or expenses incurred on account of the non-performance on the part of the Seller for any of the terms of the PO Documents, a sum not exceeding Rupees [●] (Rs. [●] only) (hereinafter referred to as the "Guaranteed Amount") We shall, upon receipt of the first demand or claim in writing by You, without recourse and without any demur, reservation, contest or protest whatsoever, pay to You any sum or sums not exceeding in the true total, the Guaranteed Amount, as may be claimed by You to be due from the Contractor by way of such amounts payable by reason of any defaults or non-performance on the part of the Contractor in terms of the PO Documents (hereinafter referred to as the "Guarantee").
2. This Guarantee shall continue and hold good until it is released by You after completion of the Scope of Work and the Defect Liability Period in accordance with the terms of the PO Documents, provided always that this Guarantee shall come into effect from the date of receipt of Advance Payment by Contractor in its account number..... Maintained with..... and shall remain in force till [01.02.2028●] with a claim period of 2 (two) month from such date, i.e. up to [01.04.2028] or till such date as may be extended in terms of the PO Documents. In the event the time for performance of the Contractor's obligation under the PO Documents is extended, this Guarantee may be extended by such equivalent time on receipt of written request by the applicant during the validity of this BG but at the sole discretion of bank. Upon receipt of such extension notice in writing from the Contractor, validity of this Guarantee and the period to lodge any claims with the Bank may be extended accordingly.
3. The Contractor has assured the Employer of due performance of all its obligations under the PO Documents in accordance with the terms therein. Any demand or claim made by You in writing and received by the Bank at its abovementioned branch office, with respect to the amount due and payable by the Bank, shall be conclusive and binding on the Bank, without any proof of such payments having become payable, and shall be payable without any delay and in any case no later than the third (3<sup>rd</sup>) business day from the date of presentation of the letter of invocation of the Guarantee at the abovementioned branch office address of the Bank, notwithstanding any claim, dispute, counter claim, assertion or proceedings pending before any court, tribunal, arbitrator or any other authority, as liability under these presents being absolute and unequivocal and the Bank hereby waives all such defence. Notwithstanding anything to the contrary, the Employer's decision as to whether the Contractor has made any such default or defaults as the amount to which You are entitled by reason thereof shall be binding on Us and We shall not be entitled to ask You to establish or provide any evidence in respect of the claims under this Guarantee but shall pay the same on demand without any objection.
4. You shall have the liberty without affecting the Bank's obligation under this Guarantee, to: (a) modify the PO Documents or any part thereof; or (b) extend the time for performance of the PO Documents by the Contractor and either to enforce or forbear to enforce any of the terms and conditions contained in or implied in the PO Documents and We shall not be released from our liability under this Guarantee by reason of any time extension being provided to the Contractor or any other forbearance, act or omission on your part or any indulgence by You to the Contractor or by any variation or modification of the said PO Documents or any other act, matter or thing whatsoever which under the law relating to sureties would, but for the provisions thereof, have effect of so releasing Us from our liability hereunder. Provided always that nothing contained herein shall enlarge our liability hereunder beyond the Guaranteed Amount or extend the period of the bank guarantee beyond the expiry of the validity of this Guarantee, i.e. [01.02.2028], unless expressly agreed to by the Bank in writing.

5. This Guarantee shall not in any way be affected by: (i) the Employer taking or varying or giving up any other securities from the Contractor or any other persons, firm or company on its behalf; (ii) the winding up, dissolution, insolvency, bankruptcy, re-organisation, liquidation or death, as the case may be, of the Contractor; or (iii) inability to perform the PO Documents or to make payment by the Contractor, for any reason whatsoever and in such cases the Guaranteed Amount shall be promptly paid by the Bank to the Employer on the receipt of a demand in writing at the aforementioned branch office.
6. No failure or delay on the Employer's part in exercising any right, power or privilege hereunder and no course of dealing between You and Us, or the Contractor, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
7. We further confirm that our obligations under this Guarantee shall, in all respects, be irrevocable and unconditional during the tenure of this Guarantee until discharged by You or till Expiry of Claim period of this BG whichever is earlier.
8. This Guarantee shall cover all claim or claims of the Employer against the Contractor from time to time arising out of non-performance of the Seller of its obligations in respect of the PO Documents, including warranty obligations and rectification of Defects during the Defect Liability Period under the said PO Documents and in respect of which your demand or notice in writing is received by Us before [01.04.2028]. The Employer may make more than one demand hereunder provided that the sum total of all demands shall not exceed the Guaranteed Amount.
9. We irrevocably agree that You, at your option, shall be entitled to enforce this Guarantee against Us as a principal debtor and not merely as surety, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that You may have in relation to the Contractor's liabilities under the PO Documents. This Guarantee and the rights, powers and remedies herein contained are in addition to and not by way of limitation, exclusion or substitution of any rights, powers or remedies which You would otherwise have or any other guarantee here before given to You by Us (whether jointly) with others or alone and now existing and that this Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. We agree that any written notice under or pursuant to this Guarantee can be served upon: (i) the Employer at [●] [insert address of the Employer]; and (ii) the Bank at its office at [●] [insert address of the Bank]. If any notice is served after 1700 hours on a day, such notice shall be deemed to have been served on the succeeding day. All notices, request, documents or other communication under or pursuant to this Guarantee shall be deemed to have been served if served by hand delivery, when delivered, or when served through registered post when received at the Banks counters duly acknowledged on or before the claim date. Either party may change their address for such notice or other communications by prior written notice to the other party.
11. This Guarantee shall not be discharged due to:
  - (a) any change in the constitution of the Contractor or Us nor shall it be affected by any change in the Employer's constitution or by way of any merger or amalgamation thereof or therewith;
  - (b) any time extension or waiver granted to, or arrangement with, the Contractor, or any other person;
  - (c) any unenforceability, or invalidity of any obligation of any person under the PO Documents or of our obligation under this Guarantee; or
  - (d) any part performance of the PO Documents by the Contractor.
12. Upon assignment of Contract, You may assign this Guarantee to (a) your lenders i.e. REC/PFC/ security trustee (IDBI Trusteeship Service Limited) appointed by lenders without consent of Bank and (b) any third party including affiliates or group company with consent, in such case You shall inform the Bank in writing. This Guarantee shall not be assigned or transferred by the Bank.
13. We represent and warrant to You that We have duly executed and delivered this Guarantee, and this Guarantee constitutes our legal, valid and binding obligation which is enforceable in accordance with its terms.
14. If any one or more of the provisions contained in this Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.



15. The Bank hereby declares that it has the power to issue this Guarantee under the applicable law in India and the undersigned who are executing this Guarantee on behalf of the Bank have the necessary powers to do so.

16. Notwithstanding anything contained herein, the Bank hereby confirms that:

(a) our liability under this Guarantee shall not exceed the Guaranteed Amount, i.e., Rs 195,85,00,000/-

(b) this Guarantee shall be valid up to 01.02.2028 \_\_\_\_\_

(c) We are liable to pay the Guaranteed Amount or any part thereof under this Guarantee only and only if a written claim or demand, served by you in accordance with the terms of this bank guarantee, is received by us on or before 5 P.M on or before the Claim Date, i.e., <01.04.2028 > (being the date of expiry of claim period ie.....) at Name of Bank <Abovementioned Branch Address>. Thereafter, all your rights under this bank guarantee shall be forfeited and we shall be relieved from all our liabilities hereunder irrespective of whether the original bank guarantee has been returned to us or not."

Dated this \_\_\_\_ day of \_\_\_\_, 20\_\_ at \_\_\_\_\_

For [\_\_\_\_\_] For [\_\_\_\_\_]

Authorized Signatory [\_\_\_\_\_] Authorized Signatory [\_\_\_\_\_]

Name [\_\_\_\_\_] Name [\_\_\_\_\_]

Designation [\_\_\_\_\_] Designation [\_\_\_\_\_]

Place [\_\_\_\_\_] Place [\_\_\_\_\_]

Date [\_\_\_\_\_] Date [\_\_\_\_\_]

**ADVANCE PAYMENT BANK GUARANTEE**

WHEREAS [●] [Mahan Energen Limited] (hereinafter referred to as the “Employer” or “You”) has placed an order on [●] [Bharat Heavy Electricals Limited] (hereinafter referred to as the “Contractor”) vide work order number [●], dated [●] and having a value of [●] (Rs. [●] only) [Rs 3917,00,00,000] (hereinafter referred to as the “Contract Documents”) and has agreed to advance a sum of Rupees [●] (Rs. 195,85,00,000/- only) [as and by way of advance payment in terms of the aforesaid PO Documents (hereinafter referred to as the “Advance Payment”). AND WHEREAS THE Advance Payment is payable to the Contractor by You against the Bank (as defined herein below) furnishing an unconditional and irrevocable bank guarantee in the form and manner hereinafter specified. Therefore, we, [●] [Insert details of the Bank issuing the guarantee] a company incorporated under Companies Act 1956 and a banking company under the Banking Regulation Act 1949, having its registered office and head office at [●] and among other places one of its branches at [●] (hereinafter referred to as the “Bank” or “We” or “Us”), do hereby covenant and agree with You as follows:

17. We hereby irrevocably and unconditionally guarantee and undertake to pay to You, and on the receipt of your first demand or claim in writing at our above mentioned branch office address, any and all amounts payable with respect to the refund of the Advance Payment (hereinafter referred to as the “Guaranteed Amount”) by reason of any default on the part of the Contractor under the PO Documents. We shall, upon receipt of the first demand or claim in writing by You, without recourse and without any demur, reservation, contest or protest whatsoever, pay to You any sum or sums not exceeding in the true total, the Guaranteed Amount, as may be claimed by You to be due from the Contractor by way of refund of such Advance Payment by reason of any defaults or non-performance on the part of the Contractor in terms of the PO Documents (hereinafter referred to as the “Guarantee”).
18. This Guarantee shall continue and hold good until it is released by You after completion of the work in accordance with the terms of the PO Documents, provided always that this Guarantee shall come into effect from the date of receipt of Advance Payment by Contractor in its account number..... Maintained with..... and shall remain in force till [●] [01.02.2027] with a claim period of 2 (two) month from such date, i.e. up to [●] [01.04.2027] or till such date as may be extended in terms of the PO Documents. In the event the time for performance of the Contractor’s obligation under the PO Documents is extended, this Guarantee may be extended by such equivalent time on receipt of written request by the applicant during the validity of this BG but at the sole discretion of bank. Upon receipt of such extension notice in writing from the Contractor, validity of this Guarantee and the period to lodge any claims with the Bank may be extended accordingly.
19. The Contractor has assured the Employer of due performance of all its obligations under the PO Documents in accordance with the terms therein. Any demand or claim made by You in writing and received by the Bank at its abovementioned branch office, with respect to the amount due and payable by the Bank, shall be conclusive and binding on the Bank, without any proof of such payments having become payable, and shall be payable without any delay and in any case no later than the third (3<sup>rd</sup>) business day from the date of presentation of the letter of invocation of the Guarantee at the abovementioned branch office address of the Bank, notwithstanding any claim, dispute, counter claim, assertion or proceedings pending before any court, tribunal, arbitrator or any other authority, as liability under these presents being absolute and unequivocal and the Bank hereby waives all such defences. Notwithstanding anything to the contrary, the Employer’s decision as to whether the Contractor has made any such default or defaults as the amount to which You are entitled by reason thereof shall be binding on Us and We shall not be entitled to ask You to establish or provide any evidence in respect of the claims under this Guarantee but shall pay the same on demand without any objection.
20. You shall have the liberty without affecting the Bank’s obligation under this Guarantee, to: (a) modify the PO Documents or any part thereof; or (b) extend the time for performance of the PO Documents by the Contractor and either to enforce or forbear to enforce any of the terms and conditions contained in or implied in the PO Documents and We shall not be released from our liability under this Guarantee by reason of any time extension being provided to the Contractor or any other forbearance, act or omission on your part or any indulgence by You to the Contractor or by any variation or modification of the said PO Documents or any other act, matter or thing whatsoever which under the law relating to sureties would, but for the provisions thereof, have effect of so releasing Us from our liability hereunder. Provided always that nothing contained herein shall enlarge our liability

hereunder beyond the Guaranteed Amount or extend the period of the bank guarantee beyond the expiry of the validity of this Guarantee, i.e. [●] [01.02.2027], unless expressly agreed to by the Bank in writing.

21. This Guarantee shall not in any way be affected by: (i) the Employer taking or varying or giving up any other securities from the Contractor or any other persons, firm or company on its behalf; (ii) the winding up, dissolution, insolvency, bankruptcy, re-organisation, liquidation or death, as the case may be, of the Contractor; or (iii) inability to perform the PO Documents or to make payment by the Contractor, for any reason whatsoever and in such cases the Guaranteed Amount shall be promptly paid by the Bank to the Employer on the receipt of a demand in writing at the aforementioned branch office.
22. No failure or delay on the Employer's part in exercising any right, power or privilege hereunder and no course of dealing between You and Us, or the Contractor, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
23. We further confirm that our obligations under this Guarantee shall, in all respects, be irrevocable and unconditional during the tenure of this Guarantee until discharged by You or till Expiry of Claim period of this BG whichever is earlier.
24. This Guarantee shall cover all claim or claims of the Employer against the Contractor from time to time arising out of or in relation to the Advance Payments under the said PO Documents and in respect of which your demand or notice in writing is received by Us before [●] [01.04.2027]. The Employer may make more than one demand hereunder provided that the sum total of all demands shall not exceed the Guaranteed Amount.
25. We irrevocably agree that You, at your option, shall be entitled to enforce this Guarantee against Us as a principal debtor and not merely as surety, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that You may have in relation to the Contractor's liabilities under the PO Documents. This Guarantee and the rights, powers and remedies herein contained are in addition to and not by way of limitation, exclusion or substitution of any rights, powers or remedies which You would otherwise have or any other guarantee here before given to You by Us (whether jointly) with others or alone and now existing and that this Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
26. We agree that any written notice under or pursuant to this Guarantee can be served upon: (i) the Employer at [●] [insert address of the Employer]; and (ii) the Bank at its office at [●] [insert address of the Bank]. If any notice is served after 1700 hours on a day, such notice shall be deemed to have been served on the succeeding day. All notices, request, documents or other communication under or pursuant to this Guarantee shall be deemed to have been served if served by hand delivery, when delivered, or when served through registered post when received at the Banks counters duly acknowledged on or before the claim date. Either party may change their address for such notice or other communications by prior written notice to the other party.
27. This Guarantee shall not be discharged due to:
  - (e) any change in the constitution of the Contractor or Us nor shall it be affected by any change in the Employer's constitution or by way of any merger or amalgamation thereof or therewith;
  - (f) any time extension or waiver granted to, or arrangement with, the Contractor, or any other person;
  - (g) any unenforceability, or invalidity of any obligation of any person under the PO Documents or of our obligation under this Guarantee; or
  - (h) any part performance of the PO Documents by the Contractor.
28. Upon assignment of Contract, You may assign this Guarantee to (a) your lenders i.e. REC/PFC/ security trustee (IDBI Trusteeship Service Limited) appointed by lenders without consent of Bank; and (b) any third party including affiliates or group company with consent, in such case You shall inform the Bank in writing. This Guarantee shall not be assigned or transferred by the Bank.
29. We represent and warrant to You that We have duly executed and delivered this Guarantee, and this Guarantee constitutes our legal, valid and binding obligation which is enforceable in accordance with its terms.
30. If any one or more of the provisions contained in this Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

31. The Bank hereby declares that it has the power to issue this Guarantee under the applicable law in India and the undersigned who are executing this Guarantee on behalf of the Bank have the necessary powers to do so.
32. Notwithstanding anything contained herein, the Bank hereby confirms that:
- (d) our liability under this Guarantee shall not exceed the Guaranteed Amount , i.e., Rs. 195,85,00,000/-
- (e) this Guarantee shall be valid up to 01.02.2027 \_\_\_\_\_
- (f) We are liable to pay the Guaranteed Amount or any part thereof under this Guarantee only and only if a written claim or demand, served by you in accordance with the terms of this bank guarantee, is received by us on or before 5 P.M on or before the Claim Date, i.e., <01.04.2027 > (being the date of expiry of claim period ie.....) at Name of Bank <Abovementioned Branch Address>. Thereafter, all your rights under this bank guarantee shall be forfeited and we shall be relieved from all our liabilities hereunder irrespective of whether the original bank guarantee has been returned to us or not.”

Dated this \_\_\_\_ day of \_\_\_\_, 20\_\_ at \_\_\_\_\_

For	[_____]	For	[_____]
Authorized Signatory	[_____]	Authorized Signatory	[_____]
Name	[_____]	Name	[_____]
Designation	[_____]	Designation	[_____]
Place	[_____]	Place	[_____]
Date	[_____]	Date	[_____]