



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/IBG/008/NTPC Lara

Dt.: 6-9-20 23

(Consortium Bank/s)

(As per list attached)

Kind attention Mr. _____

Sub: Quotes for Bank Guarantee

BHEL is required to arrange following Bank Guarantees in favor of M/s NTPC-

BG DETAILS							
SI No.	Project name	BG Nature	CCY	BG Amount	BG Amount in (Rs /Cr)	Validity	Claim Period
1	LARA EPC Package, Stage-II (2x800 MW)	PERF	INR	26796,70,000	267.97	27-Sep-29	26-Dec-29
		PERF	INR	66000,00,000	660.00	27-Sep-29	26-Dec-29
		ADV	INR	31010,00,000	310.10	28-Mar-28	26-Jun-28
		Total			1,238.07		

- Bank Guarantee text for above-mentioned Guarantees are **enclosed at Annexure A, B & C. No change in the BG Text will be acceptable by the beneficiary.**
- Tenders are invited from Banks as Part-I and Part-II bid.
 - Bidders to submit declaration in Part-I formats as per **Annexure-I.**
 - Bidders to specify the BG charges for the same in the Part-II formats as per **Annexure II-A, II-B & II-C.** 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.
- 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.
- 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.
- 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.
- SUBMISSION OF OFFERS**
The bids can be submitted by any of the following modes latest by 16.30 hrs on 12.9.2023
 - EMAIL (as per para 7.1), **OR**
 - 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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BHARAT HEAVY ELECTRICALS LIMITED

(भारत सरकार का उपक्रम) / (A GOVERNMENT OF INDIA UNDERTAKING)
कॉर्पोरेट वित्तीय सेवाएँ विभाग / CORPORATE FINANCIAL SERVICES DEPARTMENT

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 Bid BG in favour of M/s NTPC, Lara

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 Bid BG in favour of M/s NTPC, Lara

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 Bid BG in favour of M/s NTPC, Lara**

Envelope 2: **PART II BID for Bid BG in favour of M/s NTPC, Lara**

These envelopes will be put in a larger envelope super scribing on this envelope:

"PART I and PART II bids for Bid BG in favour of M/s NTPC, Lara"

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, 66337325 Fax: 011-66337309

Email: ssingh@bhel.in , 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 **12-09-2023 at 17:00 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

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

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कॉर्पोरेट वित्तीय सेवायें विभाग / CORPORATE FINANCIAL SERVICES DEPARTMENT

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deviations, the 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. BHEL reserves the right to award respective BGs as per requirement.

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


(Sangeeta Singh)
Sr. DGM (Fin)

List of Consortium Banks

1	State Bank of India
2	IDBI Bank Limited
3	ICICI Bank Limited
4	HDFC Bank Limited
5	Axis Bank
6	IndusInd Bank Limited
7	Bank of Baroda
8	Exim Bank
9	Indian Bank
10	Punjab National Bank
11	Union Bank of India
12	Yes Bank Limited
13	RBL Bank Ltd.
14	Indian Overseas Bank
15	Kotak Mahindra Bank Limited
16	Federal Bank Limited
17	Canara Bank

(To be submitted on the Letterhead of Bank)

No.: AA/FS/23-24/IBG/008/NTPC_Lara

Date: _____

ANNEXURE – I

DECLARATION SHEET
(BG in favour of M/s NTPC)

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 & C**
- b) Bank Agrees to issue the following BG as per details:

BG DETAILS								Pls Mention ✓
Sl No.	Project name	BG Nature	CCY	BG Amount	BG Amount in (Rs /Cr)	Validity	Claim Period	
1	LARA EPC Package, Stage-II (2x800 MW)	PERF	INR	26796,70,000	267.97	27-Sep-29	26-Dec-29	
		PERF	INR	66000,00,000	660.00	27-Sep-29	26-Dec-29	
		ADV	INR	31010,00,000	310.10	28-Mar-28	26-Jun-28	
		Total			1,238.07			

- c) The quote is being provided as per Part-II 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**

(Authorized representative's signature with seal)

Name:.....

Contact No.:

Email:.....

(To be submitted on the Letterhead of Bank)

No.: AA/FS/23-24/IBG/008/NTPC_Lara

Date: _____

PART II – Price Schedule for BG

ANNEXURE II-A

1. BG Details

BG DETAILS							
Sl No.	Project name	BG Nature	CCY	BG Amount	BG Amount in (Rs /Cr)	Validity	Claim Period
1	LARA EPC Package, Stage-II (2x800 MW)	PERF	INR	26796,70,000	267.97	27-Sep-29	26-Dec-29

2. BG CHARGES

3. TABLE A- FOR EVALUATION

Sl. NO	Particulars	INDIAN BANK	
		INR	% p.a.
1.	BG issuance Charges		
2.	Swift/P&T (Rs.)		
3.	Other Charges if any Rs./ (%)		
4.	Statutory dues (if any) / Rs./ (%)		
5.	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	INDIAN BANK	
		INR	% p.a.
I	Tax on above (%) (Please specify Sl. No. at Table A on which Tax is applicable)		
II	Amendment charges— <ul style="list-style-type: none">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:

1. Banks to quote their Charges considering BG commission start Date 18-09-2023, In case of increase or decrease in no. of days, charges will be paid on prorata basis.
2. 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
3. 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.
4. 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.
5. In case of bidders mentioning “as applicable” for taxes on Foreign Bank Charges, the highest of the tax rates as mentioned by other bidders will be applied to compute the charges for evaluation purposes. However, the taxes shall be paid on actual basis at the time of BG issuance.
6. Charges/ Terms quoted at Table B –Other Charges will not be considered for Evaluation purposes.
7. Charges excluding GST will be considered for evaluation.
8. BHEL shall not bear any charges not indicated upfront by the Bank in their response.
9. The Stamp Paper shall be paid as per actuals.

(Signature of the authorized official along with seal)

(To be submitted on the Letterhead of Bank)

No.: AA/FS/23-24/IBG/008/NTPC_Lara

Date: _____

PART II – Price Schedule for BG

ANNEXURE II-B

1. BG Details

BG DETAILS							
Sl No.	Project name	BG Nature	CCY	BG Amount	BG Amount in (Rs /Cr)	Validity	Claim Period
1	LARA EPC Package, Stage-II (2x800 MW)	PERF	INR	66000,00,000	660.00	27-Sep-29	26-Dec-29

2. BG CHARGES

3. TABLE A- FOR EVALUATION

Sl. NO	Particulars	INDIAN BANK	
		INR	% p.a.
1.	BG issuance Charges		
2.	Swift/P&T (Rs.)		
3.	Other Charges if any Rs./ (%)		
4.	Statutory dues (if any) / Rs./ (%)		
5.	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	INDIAN BANK	
		INR	% p.a.
I	Tax on above (%) (Please specify Sl. No. at Table A on which Tax is applicable)		
II	Amendment charges— <ul style="list-style-type: none">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:

1. Banks to quote their Charges considering BG commission start Date 18-09-2023. In case of increase or decrease in no. of days, charges will be paid on prorata basis.
2. 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
3. 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.
4. 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.
5. In case of bidders mentioning "as applicable" for taxes on Foreign Bank Charges, the highest of the tax rates as mentioned by other bidders will be applied to compute the charges for evaluation purposes. However, the taxes shall be paid on actual basis at the time of BG issuance.
6. Charges/ Terms quoted at Table B –Other Charges will not be considered for Evaluation purposes.
7. Charges excluding GST will be considered for evaluation.
8. BHEL shall not bear any charges not indicated upfront by the Bank in their response.
9. The Stamp Paper shall be paid as per actuals.

(Signature of the authorized official along with seal)

(To be submitted on the Letterhead of Bank)

No.: AA/FS/23-24/IBG/008/NTPC_Lara

Date: _____

PART II – Price Schedule for BG

ANNEXURE II-C

1. BG Details

BG DETAILS							
Sl No.	Project name	BG Nature	CCY	BG Amount	BG Amount in (Rs /Cr)	Validity	Claim Period
1	LARA EPC Package, Stage-II (2x800 MW)	ADV	INR	31010,00,000	310.10	28-Mar-28	26-Jun-28

2. BG CHARGES

3. TABLE A- FOR EVALUATION

Sl. NO	Particulars	INDIAN BANK	
		INR	% p.a.
1.	BG issuance Charges		
2.	Swift/P&T (Rs.)		
3.	Other Charges if any Rs./ (%)		
4.	Statutory dues (if any) / Rs./ (%)		
5.	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	INDIAN BANK	
		INR	% p.a.
I	Tax on above (%) (Please specify Sl. No. at Table A on which Tax is applicable)		
II	Amendment charges – <ul style="list-style-type: none">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 18-09-2023. 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.**
- In case of bidders mentioning “as applicable” for taxes on Foreign Bank Charges, the highest of the tax rates as mentioned by other bidders will be applied to compute the charges for evaluation purposes. However, the taxes shall be paid on actual basis at the time of BG issuance.**
- 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)

Annexure - A

Performance Security Form for Second Contract

Bank Guarantee No.
Date.....

To,

**NTPC Limited
NTPC Bhawan,
SCOPE Complex,
7, Institutional Area, Lodi Road,
New Delhi - 110003**

Dear Sirs,

In consideration of the **NTPC Limited** (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s **Bharat Heavy Electricals Limited** with its Registered /Head Office at **BHEL House, Siri Fort, New Delhi – 110049** (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Employer's Notification of Award No. **CS-9587-001R-2-SC-NOA-7333** dated **29.08.2023** and the same having been unequivocally accepted by the contractor, resulting into a Contract bearing No **CS-9587-001R-2-SC-COA-7333** dated valued at **INR 2679,67,00,000 (Indian Rupees Two Thousand Six Hundred Seventy-Nine Crore Sixty-Seven Lakh Only)** for **Services i.e. Inland Transportation, Insurance, Installation/erection Including Civil, Architectural & Structural Works, Testing, Commissioning, Conducting Guarantee Tests of all the plant & equipment/materials including mandatory spares supplied under 'First Contract' and Training, AMC/AMS (Annual Maintenance Services), safety etc. for complete EPC Package for Lara Super Thermal Power Project, Stage-II (2x800 MW)** and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to 10% (ten percent) of the said value of the Contract to the Employer.

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 Employer, on demand any and all monies payable by the Contractor to the extent of **INR 267,96,70,000 (Indian Rupees Two Hundred Sixty-Seven Crore Ninety-Six Lakh Seventy Thousand Only)** as aforesaid at any time upto **27th Sept, 2029** without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor 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 Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Employer 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 Contract by the Contractor. The Employer 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 Contractor, 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 Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer 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 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.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to **INR 267,96,70,000 (Indian Rupees Two Hundred Sixty-Seven Crore Ninety-Six Lakh Seventy Thousand Only)** and it shall remain in force upto and including **27th Sept, 2029** and shall be extended from time to time for such period (not exceeding one year), as may be desired by **M/s Bharat Heavy Electricals Limited** on whose behalf this guarantee has been given.

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

(Signature).

(Name).

(Designation with Bank Stamp)

Attorney as per Power

of Attorney No.

Dated.

Annexure - B

Performance Security Form for First Contract

Bank Guarantee No.

Date.....

To,

**NTPC Limited
NTPC Bhawan,
SCOPE Complex,
7, Institutional Area, Lodi Road,
New Delhi - 110003**

Dear Sirs,

In consideration of the **NTPC Limited** (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s **Bharat Heavy Electricals Limited** with its Registered /Head Office at **BHEL House, Siri Fort, New Delhi – 110049** (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Employer's Notification of Award No. **CS-9587-001R-2-FC-NOA-7332** dated **29.08.2023** and the same having been unequivocally accepted by the contractor, resulting into a Contract bearing No **CS-9587-001R-2-FC-COA-7332** dated valued at **INR 6600,00,00,000 (Indian Rupees Six Thousand Six Hundred Crore Only)** for **Ex-Works (India) Supply of EPC Package for Lara Super Thermal Power Project, Stage-II (2 x 800 MW)** and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to 10% (ten percent) of the said value of the Contract to the Employer.

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 Employer, on demand any and all monies payable by the Contractor to the extent of **INR 660,00,00,000 (Indian Rupees Six Hundred Sixty Crore Only)** as aforesaid at any time upto **27th Sept, 2029** without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor 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 Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Employer 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 Contract by the Contractor. The Employer 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 Contractor, 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 Contract between the Employer and the Contractor

or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer 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 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.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to **INR 660,00,00,000 (Indian Rupees Six Hundred Sixty Crore Only)** and it shall remain in force upto and including **27th Sept, 2029** and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s **Bharat Heavy Electricals Limited** on whose behalf this guarantee has been given.

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

(Signature).

(Name).

(Designation with Bank Stamp)

Attorney as per Power

of Attorney No.

Dated.

Annexure - C

Bank Guarantee Form for Advance Payment (Supply/Ex-Works)

Bank Guarantee No.

Date.....

To,

**NTPC Limited
NTPC Bhawan,
SCOPE Complex,
7, Institutional Area, Lodi Road,
New Delhi - 110003**

Dear Sir,

In consideration of **NTPC Limited** (hereinafter referred to as the 'Employer', which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to **M/s Bharat Heavy Electricals Limited** with its Registered/Head Office at **BHEL House, Siri Fort, New Delhi - 110049** (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract, by issue of Employer's Notification of Award No. **CS-9587-001R-2-FC-NOA-7332** dated **29.08.2023** and the same having been unequivocally accepted by the Contractor, resulting into a Contract bearing No. **CS-9587-001R-2-FC-COA-7332** dated valued at **INR 6600,00,00,000 (Indian Rupees Six Thousand Six Hundred Crore Only)** for **Ex-Works (India) Supply of EPC Package for Lara Super Thermal Power Project, Stage-II (2 x 800 MW)** hereinafter called the 'Contract') and the Employer having agreed to make an advance payment to the Contractor for performance of the above Contract amounting **INR 310,10,00,000 (Indian Rupees Three Hundred Ten Crore Ten Lakh Only)** as an Advance against Bank Guarantee to be furnished by the Contractor.

We[Name and 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 Employer, immediately on demand any or, all monies payable by the Contractor to the extent of **INR 310,10,00,000 (Indian Rupees Three Hundred Ten Crore Ten Lakh Only)** as aforesaid at any time upto **28th Mar, 2028** without any demur, reservation, contest, recourse or protest and/ or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor 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 Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor. The Employer 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 Contractor, 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

Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer 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 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.

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to **INR 310,10,00,000 (Indian Rupees Three Hundred Ten Crore Ten Lakh Only)** and it shall remain in force upto and including **28th Mar, 2028** and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s **Bharat Heavy Electricals Limited** on whose behalf this guarantee has been given.

Dated this day of 20 at

(Signature).

(Name).

(Designation with Bank Stamp)

Attorney as per Power

of Attorney No.

Dated.