



No.: AA/FS/24-25/IBG019/Sipat  
Date: 24-09-2024

Branch Manager,  
(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 M/s NTPC –

| BG Details |   |           |     |                |                       |           |              |
|------------|---|-----------|-----|----------------|-----------------------|-----------|--------------|
| SI No.     | Project                                   | BG Nature | CCY | BG Amount      | BG Amount in (Rs /Cr) | Validity  | Claim Period |
| 1          | Sipat EPC pkg,<br>Stage III (1x800<br>MW) | Adv.      | INR | 3,03,75,00,000 | 303.75                | 19-Dec-28 | 19-Mar-29    |
| 2          |   | Perf      | INR | 4,05,00,00,000 | 405.00                | 18-Jun-30 | 18-Sep-30    |
| 3          |   | Perf      | INR | 1,19,90,67,797 | 119.91                | 18-Jun-30 | 18-Sep-30    |
| 4          |   | Perf      | INR | 89,50,00,000   | 89.50                 | 18-Jun-30 | 18-Sep-30    |
|            |   | Total     |     | 9,18,15,67,797 | 918.16                |           |              |

1. Bank Guarantee text for above-mentioned Guarantees are **enclosed at Annexure A, B, C & D. 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, II-C & II-D**. BHEL shall not bear any charges not indicated upfront by the bank in their quote.
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 BGs, bidder may submit their quotes for any or all the required BGs. 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 **25-09-2024 (Upto 14:30 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)

**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-

पंजीकृत कार्यालय: बीएचईल हाऊस, सीरी फोर्ट, नई दिल्ली-110049, भारत  
Regd Office: BHEL House, Siri Fort, New Delhi-110049, INDIA  
CIN: L74899DL1964GOI004281



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 7260 / 7730

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

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 NTPC.**

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 NTPC.**

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

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 NTPC."**

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.

**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. 011-66337260, 011-66337730, 011-66337301  
Email: [meenal@bhel.in](mailto:meenal@bhel.in) ; [shweta@bhel.in](mailto:shweta@bhel.in); [vikas.y@bhel.in](mailto:vikas.y@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 25-09-2024 at 14:45 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 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.

पंजीकृत कार्यालय: बीएचईल हाऊस, सीरी फोर्ट, नई दिल्ली-110049, भारत  
Regd Office: BHEL House, Siri Fort, New Delhi-110049, INDIA  
CIN: L74899DL1964GOI004281





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 7260 / 7730

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

  
(Shweta Ahuja)  
Sr Mgr (Fin)



भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
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 7260 / 7730

**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  | Indian Bank                 |
| 9  | Punjab National Bank        |
| 10 | Union Bank of India         |
| 11 | Yes Bank Limited            |
| 12 | RBL Bank Ltd.               |
| 13 | Kotak Mahindra Bank Limited |
| 14 | Federal Bank Limited        |
| 15 | Canara Bank                 |
| 16 | Indian Overseas bank        |

(To be submitted on the Letterhead of Bank)

No.: AA/FS/24-25/IBG019/Sipat

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

**ANNEXURE – I**

**DECLARATION SHEET**  
**(BGs 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 & D** without any changes.
- b) No deviation will be taken in the Price Bid format provided in **Annexure II-A, II-B, II-C & II-D**.

| BG Details |   |              |     |                       |                       |           |              |
|------------|---|--------------|-----|-----------------------|-----------------------|-----------|--------------|
| SI No.     | Project                                   | BG Nature    | CCY | BG Amount             | BG Amount in (Rs /Cr) | Validity  | Claim Period |
| 1          | Sipat EPC pkg,<br>Stage III (1x800<br>MW) | Adv.         | INR | 3,03,75,00,000        | 303.75                | 19-Dec-28 | 19-Mar-29    |
| 2          |   | Perf         | INR | 4,05,00,00,000        | 405.00                | 18-Jun-30 | 18-Sep-30    |
| 3          |   | Perf         | INR | 1,19,90,67,797        | 119.91                | 18-Jun-30 | 18-Sep-30    |
| 4          |   | Perf         | INR | 89,50,00,000          | 89.50                 | 18-Jun-30 | 18-Sep-30    |
|            |   | <b>Total</b> |     | <b>9,18,15,67,797</b> | <b>918.16</b>         |           |              |

- c) Bank Agrees to issue the following BG as per details:
- 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.

(Authorized representative's signature with seal)

Name:.....

Contact No.: .....

Email:.....

## PART II – Price Schedule for BG

## ANNEXURE II-A

## 1. PRICE SCHEDULE

| BG Details |                                     |           |     |                |                       |           |              |
|------------|-------------------------------------|-----------|-----|----------------|-----------------------|-----------|--------------|
| Sl No.     | Project                             | BG Nature | CCY | BG Amount      | BG Amount in (Rs /Cr) | Validity  | Claim Period |
| 1          | Sipat EPC pkg, Stage III (1x800 MW) | Adv.      | INR | 3,03,75,00,000 | 303.75                | 19-Dec-28 | 19-Mar-29    |

## 2. BG CHARGES

TABLE A- FOR EVALUATION

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

TABLE B- OTHER CHARGES (NOT FOR EVALUATION)

| Sl. NO | Particulars  |  |
|--------|--|--|
| I      | Tax on above (%) (Please specify Sl. No. at Table A on which Tax is applicable)  |  |
| II     | Amendment charges—<br>• Financial- (%)<br>• 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 26-09-2024. 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
- 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)

(To be submitted on the Letterhead of Bank)

No.: AA/FS/24-25/IBG019/Sipat

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

**PART II – Price Schedule for BG**

**ANNEXURE II-B**

**2. PRICE SCHEDULE**

| BG Details |                                     |           |     |                |                       |           |              |
|------------|-------------------------------------|-----------|-----|----------------|-----------------------|-----------|--------------|
| SI No.     | Project                             | BG Nature | CCY | BG Amount      | BG Amount in (Rs /Cr) | Validity  | Claim Period |
| 1          | Sipat EPC pkg, Stage III (1x800 MW) | Perf      | INR | 4,05,00,00,000 | 405.00                | 18-Jun-30 | 18-Sep-30    |

**3. BG CHARGES**

**TABLE A- FOR EVALUATION**

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

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

| Sl. NO | Particulars   |  |
|--------|---|--|
| 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"><li>Financial- (%)</li><li>Non-Financial- Rs.</li></ul>  |  |
| 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 26-09-2024. 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**
- 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)

(To be submitted on the Letterhead of Bank)

No.: AA/FS/24-25/IBG019/Sipat

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

PART II – Price Schedule for BG

ANNEXURE II-C

3. PRICE SCHEDULE

| BG Details |                                     |           |     |                |                       |           |              |
|------------|-------------------------------------|-----------|-----|----------------|-----------------------|-----------|--------------|
| Sl No.     | Project                             | BG Nature | CCY | BG Amount      | BG Amount in (Rs /Cr) | Validity  | Claim Period |
| I          | Sipat EPC pkg, Stage III (1x800 MW) | Perf      | INR | 1,19,90,67,797 | 119.91                | 18-Jun-30 | 18-Sep-30.   |

4. BG CHARGES

TABLE A- FOR EVALUATION

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

TABLE B- OTHER CHARGES (NOT FOR EVALUATION)

| Sl. NO | Particulars  |  |
|--------|--|--|
| 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"><li>Financial- (%)</li><li>Non-Financial- Rs.</li></ul>   |  |
| 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:

15. Banks to quote their Charges considering BG commission start Date 26-09-2024. In case of increase or decrease in no. of days, charges will be paid on prorata basis.
16. 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
17. 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.
18. Charges/ Terms quoted at Table B –Other Charges will not be considered for Evaluation purposes.
19. Charges excluding GST will be considered for evaluation.
20. BHEL shall not bear any charges not indicated upfront by the Bank in their response.
21. 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/24-25/IBG019/Sipat

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

**PART II – Price Schedule for BG**

**ANNEXURE II-D**

**4. PRICE SCHEDULE**

| BG Details |                                     |           |     |              |                       |           |              |
|------------|-------------------------------------|-----------|-----|--------------|-----------------------|-----------|--------------|
| Sl No.     | Project                             | BG Nature | CCY | BG Amount    | BG Amount in (Rs /Cr) | Validity  | Claim Period |
| 1          | Sipat EPC pkg, Stage III (1x800 MW) | Perf      | INR | 89,50,00,000 | 89.50                 | 18-Jun-30 | 18-Sep-30    |

**5. BG CHARGES**

**TABLE A- FOR EVALUATION**

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

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

| Sl. NO | Particulars   |  |
|--------|---|--|
| 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"><li>• Financial- (%)</li><li>• Non-Financial- Rs.</li></ul>  |  |
| 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:**

22. Banks to quote their Charges considering BG commission start Date 26-09-2024. In case of increase or decrease in no. of days, charges will be paid on prorata basis.
23. 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
24. 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.
25. Charges/ Terms quoted at Table B –Other Charges will not be considered for Evaluation purposes.
26. Charges excluding GST will be considered for evaluation.
27. BHEL shall not bear any charges not indicated upfront by the Bank in their response.
28. The Stamp Paper shall be paid as per actuals.

(Signature of the authorized official along with seal)

**BANK GUARANTEE FOR ADVANCE PAYMENT (FIRST CONTRACT)**

Bank Guarantee No:

Date:

To

NTPC Limited,  
6<sup>th</sup> Floor, Engineering Office Complex,  
Plot A-8A, Sector 24, NOIDA – 201 301,  
State of U.P., INDIA

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, Asian Games Village, Siri Fort, New Delhi – 110 049** (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-8003-001-2-FC-NOA-7491** dated **20.09.2024** and the same having been unequivocally accepted by the Contractor, resulting into a Contract bearing No. **CS-8003-001-2-FC-COA-7491** dated ..... valued at **INR 4050,00,00,000 (Indian Rupees Four Thousand Fifty Crores Only)** for **Ex-works (India) supply of EPC Package for Sipat STPP, Stage-III (1x800 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 303,75,00,000 (Indian Rupees Three Hundred Three Crore Seventy Five Lakh Only)** as an Advance against Bank Guarantee to be furnished by the Contractor.

We, .....[Name of the Bank]..... having its Head Office at .....[address of the Bank]..... (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 303,75,00,000 (Indian Rupees Three Hundred Three Crore Seventy Five Lakh Only)** as aforesaid at any time upto **19/12/2028** 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 303,75,00,000 (Indian Rupees Three Hundred Three Crore Seventy Five Lakh Only)** and it shall remain in force upto and including **19/12/2028** 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 September 2024 at .....

1. WITNESS

|                             |  |
|-----------------------------|--|
| .....<br>(Signature)        | (Signature).....                       |
| .....<br>(Name)             | (Name).....                            |
| .....<br>(Official Address) | .....<br>(Designation with bank Stamp) |

2. WITNESS

|                             |  |
|-----------------------------|--|
| .....<br>(Signature)        | Attorney as per Power<br>Of Attorney No..... |
| .....<br>(Name)             | (Dated).....                                 |
| .....<br>(Official Address) |  |

***BANK GUARANTEE FOR PERFORMANCE SECURITY (FIRST CONTRACT)***

Bank Guarantee No:

Date:

To

NTPC Limited,  
6<sup>th</sup> Floor, Engineering Office Complex,  
Plot A-8A, Sector 24, NOIDA – 201 301,  
State of U.P., INDIA

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, Asian Games Village, 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-8003-001-2-FC-NOA-7491** dated **20.09.2024** and the same having been unequivocally accepted by the Contractor, resulting into a Contract bearing No. **CS-8003-001-2-FC-COA-7491** dated ..... valued at **INR 4050,00,00,000 (Indian Rupees Four Thousand Fifty Crores Only)** for **Ex-works (India) supply of EPC Package for Sipat STPP, Stage-III (1x800 MW)** and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to **INR 405,00,00,000 (Indian Rupees Four Hundred Five Crores Only)** i.e. 10% (Ten Percent) of the said value of the Contract to the Employer.

We, .....[Name of the Bank]..... having its Head Office at .....{address of the Bank]..... (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 405,00,00,000 (Indian Rupees Four Hundred Five Crores Only)** as aforesaid at any time upto **18/06/2030** 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 405,00,00,000 (Indian Rupees Four Hundred Five Crores Only)** and it shall remain in force upto and including **18/06/2030** 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 September 2024 at .....

1. WITNESS

.....  
(Signature)

(Signature).....

.....  
(Name)

(Name).....

.....  
(Official Address)

.....  
(Designation with bank Stamp)

2. WITNESS

.....  
(Signature)

Attorney as per Power

Of Attorney No.....

.....  
(Name)

(Dated).....

.....  
(Official Address)



***BANK GUARANTEE FOR PERFORMANCE SECURITY (SECOND CONTRACT)***

Bank Guarantee No:  
Date:

To

NTPC Limited,  
6<sup>th</sup> Floor, Engineering Office Complex,  
Plot A-8A, Sector 24, NOIDA – 201 301,  
State of U.P., INDIA

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, Asian Games Village, 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-8003-001-2-SC-NOA-7492** dated **20.09.2024** and the same having been unequivocally accepted by the Contractor, resulting into a Contract bearing No. **CS-8003-001-2-SC-COA-7492** dated ..... valued at **INR 1199,06,77,966 (Indian Rupees One Thousand One Hundred Ninety Nine Crore Six lakh Seventy Seven Thousand Nine Hundred Sixty Six Only)** for all Services i.e. **Inland Transportation, Insurance, Installation/Erection [excluding Civil, Structural (other than steel structures) & Architectural Works], Site Fabricated Steel Structures, Testing, Commissioning, Conducting Guarantee Tests of all the plant & equipment/materials supplied under 'First Contract' and Training, AMC/AMS (Annual Maintenance Services), safety etc. for complete EPC Package for Sipat STPP, Stage-III (1x800 MW)** and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to **INR 119,90,67,797 (Indian Rupees One Hundred Nineteen Crores Ninety Lakh Sixty Seven Thousand Seven Hundred Ninety Seven Only)** i.e. 10% (Ten Percent) of the said value of the Contract to the Employer.

We, .....[Name of the Bank]..... having its Head Office at .....{address of the Bank}..... (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 119,90,67,797 (Indian Rupees One Hundred Nineteen Crores Ninety Lakh Sixty Seven Thousand Seven Hundred Ninety Seven Only)** as aforesaid at any time upto **18/06/2030** 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 119,90,67,797 (Indian Rupees One Hundred Nineteen Crores Ninety Lakh Sixty Seven Thousand Seven Hundred Ninety Seven Only)** and it shall remain in force upto and including **18/06/2030** 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 September 2024 at .....

1. WITNESS

.....  
(Signature)  
.....  
(Name)  
.....  
(Official Address)

(Signature).....  
(Name).....  
.....  
(Designation with bank Stamp)

2. WITNESS

.....  
(Signature)  
.....  
(Name)  
.....  
(Official Address)

Attorney as per Power  
Of Attorney No.....  
(Dated).....

# ***BANK GUARANTEE FOR PERFORMANCE SECURITY (THIRD CONTRACT)***

Bank Guarantee No:

Date:

To

NTPC Limited,  
6<sup>th</sup> Floor, Engineering Office Complex,  
Plot A-8A, Sector 24, NOIDA – 201 301,  
State of U.P., INDIA

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, Asian Games Village, 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-8003-001-2-TC-NOA-7493** dated **20.09.2024** and the same having been unequivocally accepted by the Contractor, resulting into a Contract bearing No. **CS-8003-001-2-TC-COA-7493** dated ..... valued at **INR 895,00,00,000 (Indian Rupees Eight Hundred Ninety Five Crore Only)** for all Services i.e. Civil, Structural (other than steel structures) & Architectural Works for complete EPC Package for Sipat STPP, Stage-III (1x800 MW) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to **INR 89,50,00,000 (Indian Rupees Eighty Nine Crores Fifty Lakh Only)** i.e. 10% (Ten Percent) of the said value of the Contract to the Employer.

We, .....[Name of the Bank]..... having its Head Office at .....{address of the Bank}..... (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 89,50,00,000 (Indian Rupees Eighty Nine Crores Fifty Lakh Only)** as aforesaid at any time upto **18/06/2030** 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 89,50,00,000 (Indian Rupees Eighty Nine Crores Fifty Lakh Only)** and it shall remain in force upto and including 18/06/2030 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 September 2024 at .....

1. WITNESS

.....  
(Signature)

(Signature).....

(Name).....

.....  
(Name)

.....  
(Official Address)

.....  
(Designation with bank Stamp)

2. WITNESS

.....  
(Signature)

Attorney as per Power

Of Attorney No.....

(Dated).....

.....  
(Name)

.....  
(Official Address)

