



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 / 7301

No.: AA/FS/23-24/IBG017/NLC/Talabira

Date: 20/01/2024

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 NLC-

BG DETAILS							
SI No.	Project Name	BG Nature	CCY	BG Amount	BG Amount in (Rs /Cr)	Validity	Claim Period
1	NTTPP 3x800 MW NLC Talabira TPP	ABG	INR	1,12,97,10,471	112.97	29-Nov-24	29-Jan-25
2				15,05,68,000	15.06	29-Nov-24	29-Jan-25
3				40,23,80,000	40.24	29-Nov-24	29-Jan-25
		Total		1,68,26,58,471	168.27		

1. 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.**
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**. 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 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. No restrictive clause wrt receipt of advance money in specific bank account is included in customer contract.
6. **SUBMISSION OF OFFERS**  
The bids can be submitted by any of the following modes latest by **23.01.2024 (Upto 12:00 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 7260 / 7301

## 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 NLC**

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 NLC**

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 NLC**

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

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 NLC"**

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, 011-66337301,  
Email: meenal@bhel.in ; 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 23.01.2024 at 12:15 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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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

  
(Meenal Chaudhary)  
DGM (Fin)





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**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/IBG017/NLC/Talabira


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

**ANNEXURE – I**

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

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

BG DETAILS								
SI No.	Project Name	BG Nature	CCY	BG Amount	BG Amount in (Rs /Cr)	Validity	Claim Period	Check 
1	NTTPP 3x800 MW NLC Talabira TPP	ABG	INR	1,12,97,10,471	112.97	29-Nov-24	29-Jan-25	
2				15,05,68,000	15.06	29-Nov-24	29-Jan-25	
3				40,23,80,000	40.24	29-Nov-24	29-Jan-25	
		<b>Total</b>		<b>1,68,26,58,471</b>	<b>168.27</b>			

- c) 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**

(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

BG DETAILS							
Sl No.	Project Name	BG Nature	CCY	BG Amount	BG Amount in (Rs /Cr)	Validity	Claim Period
1	NTTPP 3x800 MW NLC Talabira TPP	ABG	INR	1,12,97,10,471	112.97	29-Nov-24	29-Jan-25

## 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 <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 23-01-2024. 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
- 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)



(To be submitted on the Letterhead of Bank)

No.: AA/FS/23-24/IBG017/NLC/Talabira

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

**PART II – Price Schedule for BG**

**ANNEXURE II-B**

**1. PRICE SCHEDULE**

BG DETAILS							
Sl No.	Project Name	BG Nature	CCY	BG Amount	BG Amount in (Rs /Cr)	Validity	Claim Period
1	NTTPP 3x800 MW NLC Talabira TPP	ABG	INR	15,05,68,000	15.06	29-Nov-24	29-Jan-25

**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 <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— <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:**

1. Banks to quote their Charges considering BG commission start Date 23-01-2024. 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. Charges/ Terms quoted at Table B –Other Charges will not be considered for Evaluation purposes.
6. Charges excluding GST will be considered for evaluation.
7. BHEL shall not bear any charges not indicated upfront by the Bank in their response.
8. 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/IBG017/NLC/Talabira

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

**PART II – Price Schedule for BG**

ANNEXURE II-C

**1. PRICE SCHEDULE**

BG DETAILS							
Sl No.	Project Name	BG Nature	CCY	BG Amount	BG Amount in (Rs /Cr)	Validity	Claim Period
1	NTTPP 3x800 MW NLC Talabira TPP	ABG	INR	40,23,80,000	40.24	29-Nov-24	29-Jan-25

**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 <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— <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:**

1. Banks to quote their Charges considering BG commission start Date 23-01-2024. 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. Charges/ Terms quoted at Table B –Other Charges will not be considered for Evaluation purposes.
6. Charges excluding GST will be considered for evaluation.
7. BHEL shall not bear any charges not indicated upfront by the Bank in their response.
8. The Stamp Paper shall be paid as per actuals.

(Signature of the authorized official along with seal)



Bank Guarantee for Supply works

Bank Guarantee No.-----

Date-----

To

NLC India Limited,  
Corporate Office,  
Block-1 Neyveli-607 801,  
Cuddalore Dist,  
Tamil Nadu  
India.

Dear Sirs,

1. Pursuant to the Letter of Award, hereinafter referred to as "The LOA" which M/s. Bharat Heavy Electricals Limited, 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, representatives and assignees, have concluded with NLC India Limited, Neyveli, hereinafter referred to as the 'PURCHASER', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees, on 12-01-2024 vide Letter of Award No. **CO CONTS/0015K/ NTTPP/ EPC/e-contrs/2020**, dated 12-01-2024 the Contractor have undertaken to execute the work for **EPC package for 3x800 MW NLC Talabira Thermal Power Project (NTTPP)**, at **Jharsuguda District, Odisha** of total LOA value of **Rs. 18,255,00,00,000 (Rupees Eighteen thousand two hundred fifty-five crores only)**
2. According to the said LOA, the PURCHASER has undertaken to make an advance payment of **Rs.1,02,70,09,520 (Rupees one hundred two crores seventy lakhs nine thousand five hundred twenty only)** being the payment of **1st Instalment of 1 % of LOA value for Supply Ex-Works** against issuance of an advance payment guarantee by a Bank for 110% of the advance amount.
3. For this advance payment, we, the undersigned \_\_\_\_\_ Name \_\_\_\_\_ (address), hereinafter referred to as the 'BANK', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees, hereby guarantee to the effect that we irrevocably undertake to pay upon the PURCHASER merely on demand without any previous notice and without any demur, reservation, contest, protest and without recourse to the Contractor and without referring to any other source, any and all monies payable by the Contractor towards the advance or part thereof paid by the PURCHASER, but not exceeding **Rs. 1,12,97,10,471 (Rupees one hundred twelve crore ninety-seven lakhs ten thousand four hundred seventy-one only)** provided the PURCHASER advises us that the Contractor has failed to fulfill his contractual obligations stipulated in the said **LOA**. Any such demand made by the PURCHASER on the Bank shall be conclusive and binding, absolute and unequivocal notwithstanding any difference between the PURCHASER and the CONTRACTOR or any dispute or disputes raised/pending before any court, Tribunal, Arbitrator or any other authority
  - 3.1 The value of the Advance Payment Guarantee shall stand progressively diminished, based on the supplies made, on quarterly basis on the advice of the Purchaser.
4. This Guarantee will not be discharged due to the change in the constitution of the Bank or the CONTRACTOR(S).
5. This guarantee will become invalid after 29.11.2024 or as soon as this letter of guarantee has been returned to us, at the latest, however, on 29.11.2024 unless a claim has been lodged with us under this guarantee before 29-01-2025.
6. The PURCHASER 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 of performance by the CONTRACTOR. The Bank shall not be released from its liability under these presents by any exercise of the PURCHASER of the liberty with reference to the matter aforesaid.
7. The Bank also agrees that the PURCHASER shall be entitled at his option to enforce this guarantee against the Bank as a Principal Debtor, in the first instance not withstanding any other Security or guarantee that it may have in relation to the Contractor's liabilities.



8. This guarantee shall remain in force upto and including 29.11.2024 and shall be extended from time to time for such period as may be desired by M/s. Bharat Heavy Electricals Limited, on whose behalf this guarantee has been given.
9. The Bank further agrees that the decision of the PURCHASER, as to the failure on the part of the CONTRACTOR to fulfill the contractual obligations stipulated in the said LOA and/or to the amount payable by the Bank to the Purchaser, shall be final, conclusive and binding.
10. This guarantee is revocable only with the written consent of the PURCHASER.
11. This guarantee deed must be returned to us upon expiry of the guarantee.
12. Notwithstanding anything contained herein:
- Our Liability under this guarantee shall not exceed Rs. 1,12,97,10,471 (Rupees one hundred twelve crore ninety seven lakhs ten thousand four hundred seventy one only)
  - This Bank Guarantee shall remain valid up to 29.11.2024.
  - We are liable to pay the guarantee amount only and only if we receive from you a written claim or demand not later than 29.01.2025 at [NAME & ADDRESS OF BANK]. All your rights as well as our liability under this guarantee shall stand extinguished unless a written claim or demand is made under this guarantee not later than 29.01.2025 whether or not the original BG is submitted to us
- Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

Witnesses:

Signature:

1.

Name in Block Letters and

Signature

Designation

Name in Block Letters

Staff Code No.

Occupation

Banker's Seal

Address

2.

Signature

Name in Block Letters

Occupation

Address





Bank Guarantee for Erection Works

Bank Guarantee No. ....

Date .....

To  
NLC India Limited,  
Corporate Office,  
Block-1 Neyveli-607 801,  
Cuddalore Dist,  
Tamil Nadu  
India.

Dear Sirs,

1. Pursuant to the Letter of Award, hereinafter referred to as "The LOA" which M/s. Bharat Heavy Electricals Limited, 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, representatives and assignees, have concluded with NLC India Limited, Neyveli, hereinafter referred to as the 'PURCHASER', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees, on 12-01-2024 vide Letter of Award No. **CO CONTS/0015K/ NTPP/ EPC/e-contrs/2020**, dated 12-01-2024 the Contractor have undertaken to execute the work for **EPC package for 3x800 MW NLC Talabira Thermal Power Project (NTPP)**, at **Jharsuguda District, Odisha** of total LOA value of **Rs. 18,255,00,00,000 (Rupees Eighteen thousand two hundred fifty-five crores only)**
2. According to the said LOA, the PURCHASER has undertaken to make an advance payment of **Rs. 13,68,80,000 (Rupees Thirteen crores Sixty-Eight lakhs Eighty thousand only)** being the payment of **1st Instalment of 1 % of LOA value for Erection Works** against issuance of an advance payment guarantee by a Bank for 110% of the advance amount.
3. For this advance payment, we, the undersigned \_\_\_\_\_ Name ..... (address), hereinafter referred to as the 'BANK', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees, hereby guarantee to the effect that we irrevocably undertake to pay upon the PURCHASER merely on demand without any previous notice and without any demur, reservation, contest, protest and without recourse to the Contractor and without referring to any other source, any and all monies payable by the Contractor towards the advance or part thereof paid by the PURCHASER, but not exceeding **Rs. 15,05,68,000 (Rupees Fifteen Crores Five Lakhs Sixty-Eight Thousand Only)** provided the PURCHASER advises us that the Contractor has failed to fulfill his contractual obligations stipulated in the said LOA. Any such demand made by the PURCHASER on the Bank shall be conclusive and binding, absolute and unequivocal notwithstanding any difference between the PURCHASER and the CONTRACTOR or any dispute or disputes raised/pending before any court, Tribunal, Arbitrator or any other authority
  - 3.1 The value of the Advance Payment Guarantee shall stand progressively diminished, based on the erection works made, on quarterly basis on the advice of the Purchaser.
4. This Guarantee will not be discharged due to the change in the constitution of the Bank or the CONTRACTOR(S).
5. This guarantee will become invalid after 29.11.2024 or as soon as this letter of guarantee has been returned to us, at the latest, however, on 29.11.2024 unless a claim has been lodged with us under this guarantee before 29-01-2025.
6. The PURCHASER 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 of performance by the CONTRACTOR. The Bank shall not be released from its liability under these presents by any exercise of the PURCHASER of the liberty with reference to the matter aforesaid.
7. The Bank also agrees that the PURCHASER shall be entitled at his option to enforce this guarantee against the Bank as a Principal Debtor, in the first instance not withstanding any other Security or guarantee that it may have in relation to the Contractor's liabilities.
8. This guarantee shall remain in force upto and including 29.11.2024 and shall be extended from time to time for such period as may be desired by M/s. Bharat Heavy Electricals Limited, on whose behalf this guarantee has been given.
9. The Bank further agrees that the decision of the PURCHASER, as to the failure on the part of the CONTRACTOR to fulfil the contractual obligations stipulated in the said LOA and/or to the amount payable by the Bank to the Purchaser, shall be final, conclusive and binding.
10. This guarantee is revocable only with the written consent of the PURCHASER.

11. This guarantee deed must be returned to us upon expiry of the guarantee.

12. Notwithstanding anything to the contrary contained herein:

a) Our Liability under this guarantee shall not exceed **Rs. 15,05,68,000 (Rupees Fifteen Crores Five Lakhs Sixty-Eight Thousand Only)**

b) This Bank Guarantee shall remain valid up to 29.11.2024.

c) We are liable to pay the guarantee amount only and only if we receive from you a written claim or demand not later than 29.01.2025 at [NAME & ADDRESS OF BANK]. All your rights as well as our liability under this guarantee shall stand extinguished unless a written claim or demand is made under this guarantee not later than 29.01.2025 whether or not the original BG is submitted to us.

Dated this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_

Witnesses:

Signature:

1.

Name in Block Letters and

Signature

Designation

Name in Block Letters

Staff Code No.

Occupation

Banker's Seal

Address

2.

Signature

Name in Block Letters

Occupation

Address





Bank Guarantee No.-----

Date-----

To  
NLC India Limited,  
Corporate Office,  
Block-1 Neyveli-607 801,  
Cuddalore Dist,  
Tamil Nadu  
India.  
Dear Sirs,

1. Pursuant to the Letter of Award, hereinafter referred to as "The LOA" which M/s. Bharat Heavy Electricals Limited, 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, representatives and assignees, have concluded with NLC India Limited, Neyveli, hereinafter referred to as the 'PURCHASER', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees, on 12-01-2024 vide Letter of Award No. **CO CONTS/0015K/ NTTPP/ EPC/e-contrs/2020**, dated 12-01-2024 the Contractor have undertaken to execute the work for **EPC package for 3x800 MW NLC Talabira Thermal Power Project (NTTPP)**, at **Jharsuguda District, Odisha** of total LOA value of **Rs. 18,255,00,00,000 (Rupees Eighteen thousand two hundred fifty-five crores only)**
2. According to the said LOA, the PURCHASER has undertaken to make an advance payment of **Rs. 36,58,00,000 (Rupees Thirty-Six Crores Fifty Eight lakhs only)** being the payment of **1st Instalment of 1 % of LOA value for Civil Works** against issuance of an advance payment guarantee by a Bank for 110% of the advance amount.
3. For this advance payment, we, the undersigned \_\_\_\_\_ Name \_\_\_\_\_ (address), hereinafter referred to as the 'BANK', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees, hereby guarantee to the effect that we irrevocably undertake to pay upon the PURCHASER merely on demand without any previous notice and without any demur, reservation, contest, protest and without recourse to the Contractor and without referring to any other source, any and all monies payable by the Contractor towards the advance or part thereof paid by the PURCHASER, but not exceeding **Rs. 40,23,80,000 (Rupees Forty Crores Twenty-Three lakhs Eighty Thousand only)** provided the PURCHASER advises us that the Contractor has failed to fulfill his contractual obligations stipulated in the said LOA. Any such demand made by the PURCHASER on the Bank shall be conclusive and binding, absolute and unequivocal notwithstanding any difference between the PURCHASER and the CONTRACTOR or any dispute or disputes raised/pending before any court, Tribunal, Arbitrator or any other authority
  - 3.1 The value of the Advance Payment Guarantee shall stand progressively diminished, based on the Civil works made, on quarterly basis on the advice of the Purchaser.
4. This Guarantee will not be discharged due to the change in the constitution of the Bank or the CONTRACTOR(S).
5. This guarantee will become invalid after 29.11.2024 or as soon as this letter of guarantee has been returned to us, at the latest, however, on 29.11.2024 unless a claim has been lodged with us under this guarantee before 29-01-2025.
6. The PURCHASER 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 of performance by the CONTRACTOR. The Bank shall not be released from its liability under these presents by any exercise of the PURCHASER of the liberty with reference to the matter aforesaid.
7. The Bank also agrees that the PURCHASER shall be entitled at his option to enforce this guarantee against the Bank as a Principal Debtor, in the first instance not withstanding any other Security or guarantee that it may have in relation to the Contractor's liabilities.
8. This guarantee shall remain in force upto and including 29.11.2024 and shall be extended from time to time for such period as may be desired by M/s. Bharat Heavy Electricals Limited, on whose behalf this guarantee has been given.
9. The Bank further agrees that the decision of the PURCHASER, as to the failure on the part of the CONTRACTOR to fulfil the contractual obligations stipulated in the said LOA and/or to the amount payable by the Bank to the Purchaser, shall be final, conclusive and binding.
10. This guarantee is revocable only with the written consent of the PURCHASER.

11. This guarantee deed must be returned to us upon expiry of the guarantee.

12. Notwithstanding anything contained herein:

- a. Our Liability under this guarantee shall not exceed **Rs. 40,23,80,000 (Rupees Forty Crores Twenty-Three lakhs Eighty Thousand only)**
- b. This Bank Guarantee shall remain valid up to 29.11.2024.
- c. We are liable to pay the guarantee amount only and only if we receive from you a written claim or demand not later than 29.01.2025 at [NAME & ADDRESS OF BANK]. All your rights as well as our liability under this guarantee shall stand extinguished unless a written claim or demand is made under this guarantee not later than 29.01.2025 whether or not the original BG is submitted to us.

Dated this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Witnesses:

Signature:

1.

Name in Block Letters and

Signature

Designation

Name in Block Letters

Staff Code No.

Occupation

Banker's Seal

Address

2.

Signature

Name in Block Letters

Occupation

Address

