



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/IBG020/NPCIL/KAIGA

Date: 13-03-2024

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 NPCIL -

BG Details							
Sl No.	Project	BG Nature	CCY	BG Amount	BG Amount in (Rs /Cr)	Validity	Claim Period
1	2x700 MWe TG Island Package for Kaiga – 5 & 6	Adv.	INR	64,62,42,540.00	64.62	29-Dec-28	29-Mar-29
		Total		64,62,42,540.00	64.62		

1. Bank Guarantee text for above-mentioned Guarantees are **enclosed at Annexure A. 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**. 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 or anywhere else in the bid except for Part I 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. 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 **18-03-2024 (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)

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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### 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 NPCIL**

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 NPCIL**

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 NPCIL**

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

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 NPCIL."**

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, 011-66337289  
Email: [meenal@bhel.in](mailto:meenal@bhel.in) ; [vikas.y@bhel.in](mailto:vikas.y@bhel.in) ; [amituapdhyay@bhel.in](mailto:amituapdhyay@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 18-03-2024 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.

पंजीकृत कार्यालय: बीएचईल हाऊस, सीरी फोर्ट, नई दिल्ली-110049, भारत  
Regd Office: BHEL House, Siri Fort, New Delhi-110049, INDIA  
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11. **Evaluation of tender** - Party quoting lowest Bank Charges in the PART II will normally be declared L-1. Bank quoting lowest rate for BG will be awarded the 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

(Amit Kr Upadhyay)  
Manager (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

No.: AA/FS/23-24/IBG020/NPCIL/KAIGA

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

**ANNEXURE – I**

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

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

- a) Agrees to issue the Bank Guarantee as per the formats provided at **Annexure-A** without any changes.
- b) No deviation will be taken in the Price Bid format provided in **Annexure II**
- c) Bank Agrees to issue the following BG as per details:

<b>BG Details</b>								
SI No.	Project	BG Nature	CCY	BG Amount	BG Amount in (Rs /Cr)	Validity	Claim Period	Tick
1	2x700 MWe TG Island Package for Kaiga – 5 & 6	Adv.	INR	64,62,42,540.00	64.62	29-Dec-28	29-Mar-29	
		<b>Total</b>		<b>64,62,42,540.00</b>	<b>64.62</b>			

- 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****1. PRICE SCHEDULE**

<b>BG Details</b>							
<b>Sl No.</b>	<b>Project</b>	<b>BG Nature</b>	<b>CCY</b>	<b>BG Amount</b>	<b>BG Amount in (Rs /Cr)</b>	<b>Validity</b>	<b>Claim Period</b>
1	2x700 MWe TG Island Package for Kaiga – 5 & 6	Adv.	INR	64,62,42,540.00	64.62	29-Dec-28	29-Mar-29
		<b>Total</b>		<b>64,62,42,540.00</b>	<b>64.62</b>		

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

<b>Sl. NO</b>	<b>Particulars</b>	<b>INR</b>	<b>% p.a.</b>
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>		
	<b>TOTAL AMOUNT IN Rs.</b>		

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

<b>Sl. NO</b>	<b>Particulars</b>	<b>INR</b>	<b>% p.a.</b>
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 18-03-2024. 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 for duration of BG 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)



## Annexure - A

### ADVANCE PAYMENT

NUCLEAR POWER CORPORATION OF INDIA LIMITED  
(Acting through) Executive Director,  
Directorate of Contracts and Materials Management  
NUB, Anushaktinagar, Mumbai-400094.

1. WHEREAS on or about the 30<sup>th</sup> day of August 2021, M/s. BHARAT HEAVY ELECTRICALS LIMITED a Company registered Under the Companies Act 1956 and having its registered office at BHEL House, Siri Fort, New Delhi-110049, India (hereinafter referred to as 'The Contractor') entered into an agreement bearing No. CMM/ETM/00-40-11-0005/PO/48908 dated 30.08.2021 (hereinafter referred to as 'The Contract'), with Nuclear Power Corporation of India Limited (A Government of India Enterprise) acting through Executive Director, Contracts & Material Management (hereinafter referred to as Purchaser ) for Erection and Civil of Turbine Island Package for KAIGA 5&6 (hereinafter referred to as 'The Equipment').
2. AND WHEREAS under the terms & Conditions of the contract an amount of Rs. 64,62,42,540.00 (Rupees Sixty-Four Crore Sixty-Two Lakh Forty-Two Thousand Five Hundred Forty only) representing 10 percent advance payment against clause no: 8.2 (a) of Section B of PO. No: CMM/ETM/00-40-11-0005/PO/48908 out of a contract value of Rs 1175,25,10,496 (Rupees One Thousand One Hundred Seventy-Five Crore Twenty-Five Lakh Ten Thousand and Four Hundred Ninety-Six only) is to be paid by the Purchaser to the contractor.
3. AND WHEREAS the Purchaser has agreed in pursuance of the said terms and Conditions of the contract to make an advance payment of Rs. 54,76,63,170.00 (Rupees Fifty-Four Crore Seventy-Six Lakh Sixty-Three Thousand One Hundred Seventy only) to the Contractor on the Contractor furnishing a Bank Guarantee in the manner herein contained.
4. NOW WE, the \_\_\_\_\_ (Bank) in consideration of the purchaser having agreed to pay to the contractor an advance payment of Rs. 64,62,42,540.00 (Rupees Sixty-Four Crore Sixty-Two Lakh Forty-Two Thousand Five Hundred Forty only) do hereby agree and undertake to indemnify the Purchaser and keep the Purchaser indemnified to the extent of a sum not exceeding the said sum of Rs. 64,62,42,540.00 (Rupees Sixty-Four Crore Sixty-Two Lakh Forty-Two Thousand Five Hundred Forty only) against any damage or loss that may be suffered by the Purchaser by reason of non-fulfilment of any of the terms and conditions of the contract by the contractor.
5. WE, \_\_\_\_\_ (Bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from on behalf of Messrs NUCLEAR POWER CORPORATION OF INDIA LTD stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of breach by the said Contractor (s) of any of the terms and conditions contained in the said agreement or by reason of the Contractor(s)'s failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. 64,62,42,540.00 (Rupees Sixty-Four Crore Sixty-Two Lakh Forty-Two Thousand Five Hundred Forty only).
6. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Contractor (s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor (s) shall have no claim against us for making such payment.
7. AND WE \_\_\_\_\_ (Bank) hereby further agree that the decision of the said NUCLEAR POWER CORPORATION OF INDIA LTD., as to whether the Contractor has committed breach of any such terms and conditions of the contract or not and as to the amount of damages or loss assessed by the said NUCLEAR POWER CORPORATION OF INDIA LTD., as damage or loss suffered by the Purchaser on account of such breach would be final and binding on us.

8. AND WE \_\_\_\_\_ (Bank) further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor (s) or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said contractor (s ) or by any such matter or thing, whatsoever which under the law relating to sureties would, but for this provision, have effect of relieving us.
9. This guarantee will not be discharged due to the change in the constitution of the bank or the Contractor(s).
10. Our guarantee shall remain in force until **29.12.2028** and unless a claim under the guarantee is lodged with us within **three months** from that date all rights of the Purchaser under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities, thereunder.
11. Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the bank. Any invocation of the guarantee can be made only by the beneficiary directly.

NOTWITHSTANDING ANYTHING CONTAINED herein above, our liability under this guarantee is restricted to Rs. 64,62,42,540.00 (Rupees Sixty-Four Crore Sixty-Two Lakh Forty-Two Thousand Five Hundred Forty only). Our guarantee shall remain in force till **29.12.2028** and a further claim period of **three months** from the end date of the validity of bank guarantee i.e. up to **29.03.2029** and unless a claim under the guarantee is lodged on or before **29.03.2028**, all rights of the Purchaser under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee there under.

Dated the ----- day of ----- 2023

For -----  
(Indicate the name of the bank)