



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED

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

कॉर्पोरेट वित्तीय सेवायें विभाग / CORPORATE FINANCIAL SERVICES DEPARTMENT

Phone No. +91 11 6633 7255 / 7236

Fax: +91 11 66337309 / 26001067

No.: AA/FS/23-24/IBG007/NLC

Dt. 19-08-2023

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 LTD-

BG DETAILS						
Sl No.	Project Name	BG Nature	CCY	BG amount (Rs.)	BG Amount in (Rs /Cr)	Validity/ Claim Period
1	NNTPC 2x500 MW (TG Package)	LDPYT.	INR	8520,12,963	85.20	25-Jan-24
		Total		8520,12,963	85.20	

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-A**. BHEL shall not bear any charges not indicated upfront by the bank in their quote. In case of Foreign Currency BG bids will be evaluated on TT selling rate of SBI card rates on the date of bid submission/ previous day in case of non-availability of card rates on date of bid submission.
3. In case the Bank wishes to mention any of its conditions / disclaimer the same may be mentioned in **Part I Bid only**. The decision for acceptance / rejection of conditions, if any, mentioned by the bidders shall be at the sole discretion of BHEL. If any of the conditions / disclaimer is stated in Part II Bid, the same shall not be given any cognizance and will be treated as null & void.
4. Bidders are requested to quote for the BG as above, considering the limits available. In case of multiple BG's in Tender, Bidder may submit their **quotes for any or all of the required BG**. If required, additional limits will be allocated to the successful bidder(s) out of overall Consortium Limits.
5. BG issuance shall be subject to RBI guidelines in this regard and accordingly applicable on both BHEL and banks. The successful bidder shall be provided the necessary documents as mutually agreed to by bank and BHEL for opening the Bank guarantee.
6. **SUBMISSION OF OFFERS**
The bids can be submitted by any of the following modes latest by 24-08-2023 (**Upto 11.30 Hrs**)
(i) EMAIL (as per para 7.1), **OR**
(ii) Sealed Cover and sent through Registered Post or Courier or by Hand (as per para 7.2)

7.1 Through E-mail

7.1.1 Part-I Bid may be submitted through **email** at the following address:

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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technicalbid-corp@bhel.in

The subject may be mentioned as-

T1: PART I BID for BG in favour of M/s NLC LTD

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 LTD

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 LTD**

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

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 LTD"

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

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

8. Clarifications, if any, on the tender may be sought by bidders at following contact details:

Phone No. 011-66337255, 011-66337301, 011-66337325 Fax: 011-66337309

Email: ssingh@bhel.in ; vikas.y@bhel.in ; shashi.kumari@bhel.in

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

10. **Bid Opening-** Part-I bids shall be opened **on 24-08-2023 at 12.00 Hrs** in the presence of bidders who may like to be present at that time. In case there is no deviation in Part-I bids, Part II bid is likely to be opened immediately after opening of Part-I bid. However, if bids are received with deviations, the 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

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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 within the given timelines.

Thanking you,

Yours Sincerely
For & on behalf of BHEL


19/8/2023
(Sangeeta Singh)
Sr. DGM (Fin)

List of Consortium Banks

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

(To be submitted on the Letterhead of Bank)

No.: AA/FS/23-24/IBG007/NLC

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 (Rs.)	BG Amount in (Rs /Cr)	Validity/ Claim Period	Mention ✓
1	NNTPC 2x500 MW (TG Package)	LDPYT.	INR	8520,12,963	85.20	25-Jan-24	
		Total		8520,12,963	85.20		

- 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)

No.: AA/FS/23-24/IBG007/NLC

Date: _____

PART II – Price Schedule for BG

ANNEXURE II

1. PRICE SCHEDULE

BG DETAILS						
SI No.	Project Name	BG Nature	CCY	BG amount (Rs.)	BG Amount in (Rs /Cr)	Validity/ Claim Period
1	NNTPC 2x500 MW (TG Package)	LDPYT.	INR	8520,12,963	85.20	25-Jan-24
		Total		8520,12,963	85.20	

2. BG CHARGES

TABLE A- FOR EVALUATION

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

TABLE B- OTHER CHARGES (NOT FOR EVALUATION)

SI. NO	Particulars	INR	% p.a.
I	Tax on above (%) (Please specify SI. No. at Table A on which Tax is applicable)		
II	Amendment charges— <ul style="list-style-type: none">Financial- (%)Non-Financial- Rs.		
III	In case of foreclosure (closed before actual expiry), Bank Charges will be refunded to BHEL on pro rata basis. Please Specify the charges will be refunded to BHEL on Pro-rata basis for Balance period on the basis of : No.of Days / Monthly / Quarterly		
IV	In case of extension of BG, Bank Charges will be paid by BHEL on Pro-rata basis for extended period on the basis of No.of Days / Monthly / Quarterly		

Notes:

- Banks to quote their Charges considering BG commission start Date 25-08-2023. In case of increase or decrease in no. of days, charges will be paid on prorata basis.**
- In Case of BG is returned to the Bank for closure (within 1 month of issuance) as the same is not used for the purpose it was issued, BHEL will pay only 1-month Bank charges .**
- Bidders are required to submit BG issuance charges in absolute INR amount and in (% p.a.) terms. In Case of any difference in % and absolute amount, charges quoted in % p.a. terms will be considered for evaluation purpose and Charges will be computed till BG claim date for comparison purpose.**
- The evaluation will be done based on the charges quoted at Table A, SI. 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

Place: _____ Bank Guarantee No: _____ Date: _____

To
M/s NLC India Ltd
Corporate Office, Block-I
Neyveli – 607 801, Cuddalore Dist.Tamil Nadu, India

- 1 Pursuant to the Contract Nos. 053494/CO CONTS/0015R/NNTPP/NTA2 TG/SUPPLIES/2011 & 053495/CO CONTS/0015R/NNTPP/NTA2 TG/SERVICES/2011 & 053496/CO CONTS/0015R/NNTPP/NTA2 TG/CIVIL/2011 Dated 04.08.2014, hereinafter referred to as "The Contract" with M/s BHARAT HEAVY ELECTRICALS LTD. NEW DELHI (BHEL) hereinafter referred to as "The Contractor" which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, representatives and assignees have concluded with M/s. NLC India Limited (NLCIL), Neyveli, hereinafter referred to as "Purchaser" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees vide Contract No.: 053494/CO CONTS/0015R/NNTPP/NTA2 TG/SUPPLIES/2011 & 053495/CO CONTS/0015R/NNTPP/NTA2 TG/SERVICES/2011 & 053496/CO CONTS/0015R/NNTPP/NTA2 TG/CIVIL/2011 Dated 04.08.2014 and the subsequent amendments thereto the Contractor has undertaken to execute the work of 2X500 MW NNTPP at Neyveli for the Steam Turbine Generator Package (NTA-2, TG Pkg), for a Total Contract Value of Rs. 1038,90,48,187/- (Rupees One Thousand Thirty Eight Crores Ninety Lakh Forty Eight Thousand one hundred and eighty seven only).
- 2 As per Clause no. 4.7 of the Contract, the Contractor should have completed the work (Trial operation) of unit-1 by 22.06.2017 and as per the Clause no. 4.9.1.2 of the Contract the Purchaser is entitled to levy Liquidated Damages for delays.
- 3 The Contractor however failed to adhere to the Time Schedule stipulated in the Contract for which, the Purchaser has recovered a sum of Rs. 85,20,12,963/- (Rupees eighty five crore twenty lakhs twelve thousand nine hundred sixty three only) towards Liquidated Damages for the delays in the execution of works in accordance with Clause 4.9.1.2 of the Contract.
- 4 The Contractor has requested the Purchaser for the release of the amount withheld towards Liquidated Damages for the delay in execution of work to enable him to overcome the liquidity problems. In consideration of the above request, the Purchaser has agreed to withhold 10% of the amount recoverable and to release 90% of amount recovered towards Liquidated Damages subject to the condition that the Contractor furnishes a Bank Guarantee for the overall L.D. ceiling prescribed in the Contract.
- 5 We (Bank) (Address) (hereinafter referred to as "The Bank") which expression shall include its successors, representatives, administrators and assignees do hereby irrevocably undertake that in the event of the Purchaser deciding not to waive the Liquidated Damages recovered from the Contractor and thereby deciding to finally confirm the levy and recover the amount of L.D. Provisionally released, to pay the amount of Rs. 85,20,12,963/- (Rupees eighty five crores twenty lakhs twelve thousand nine hundred sixty three only) due and payable under this guarantee to the Purchaser without any demur, merely on demand from the Purchaser. Any such demand made by the Purchaser on the Bank shall be conclusive and binding, absolute and unequivocal as regards the amount due and payable by the Bank under this Guarantee, 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.
- 6 This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
- 7 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 liabilities under these presents by any exercise of the Purchaser of the liberty with reference to the matter aforesaid.
- 8 We, the Bank also agree that the Purchaser shall be entitled at his option to enforce this guarantee against the Bank as a principal debtor in the first instance notwithstanding any other security or guarantee that it may have in relation to the Contractor's liabilities.

- 9 In any case our liability under this guarantee shall not exceed Rs. 85,20,12,963/- (Rupees eighty five crores twenty lakhs twelve thousand nine hundred sixty three only). This guarantee will be valid up to 25-01-2024 and may be extended for such period as may be desired by M/s Bharat Heavy Electricals Limited on whose behalf this guarantee has been given.
- 10 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 Contract and/or to the amount payable by the Bank to the Purchaser shall be final conclusive and binding.
- 11 This guarantee is revocable only with the written consent of the Purchaser.
- 12 This guarantee deed must be returned to us upon the expiration of the guarantee or after fulfilment of the obligations specified in the guarantee.

Signed this day of

Signature :

Name :

Designation :

Staff Code No :

Bank Seal

Date :

Witness:

1. Signature

Full name in block letters :

Occupation :

Address :

2. Signature :

Full name in block letters :

Occupation :

Address :