



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/FBG003/Nigeria

Dt.: 07-08-2023

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 of M/s Cross River State Ministry of Power, Nigeria -

M/s Cross River State Ministry of Power, Nigeria									
SI No.	Project Name	BG Nature	CCY	BG Amount (FC)	ER	BG Amount (IN Rs.)	BG Amount in (Rs /Cr)	Validity/Claim Date	Remarks
1	1x26 MW, 11/33 kv gas Fired Power Plant and Associated Gas Supply Facility	PBG	USD	1,373,960	83.15	1142,44,774	11.42	31-07-2024	PBG is to be issued from a Nigerian Bank

- Bank Guarantee text for above-mentioned Guarantees are **enclosed at Annexure A. No change in the BG Text will be acceptable by the beneficiary.**
- 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. In case of Foreign Currency BG bids will be evaluated on TT selling rate of SBI card rates on the date of bid submission/ previous day in case of non-availability of card rates on date of bid submission.
- In case the Bank wishes to mention any of its conditions / disclaimer the same may be mentioned in **Part I Bid only**. The decision for acceptance / rejection of conditions, if any, mentioned by the bidders shall be at the sole discretion of BHEL. If any of the conditions / disclaimer is stated in Part II Bid, the same shall not be given any cognizance and will be treated as null & void.
- Bidders are requested to quote for the BG as above, considering the limits available. In case of multiple BG's in Tender, Bidder may submit their **quotes for any or all of the required BG**. If required, additional limits will be allocated to the successful bidder(s) out of overall Consortium Limits.
- BG issuance shall be subject to RBI guidelines in this regard and accordingly applicable on both BHEL and banks. The successful bidder shall be provided the necessary documents as mutually agreed to by bank and BHEL for opening the Bank guarantee.
- SUBMISSION OF OFFERS**
The bids can be submitted by any of the following modes latest by 17.08.2023(**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)



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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 Cross River State Ministry of Power, Nigeria

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 Cross River State Ministry of Power, Nigeria

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 Cross River State Ministry of Power, Nigeria~~

Envelope 2: PART II BID for BG in favour of M/s Cross River State Ministry of Power, Nigeria

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 Cross River State Ministry of Power, Nigeria"

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 **17.08.2023 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

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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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 within the given timelines.

Thanking you,

Yours Sincerely
For & on behalf of BHEL


28/2023
(Sangeeta Singh)
Sr. 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

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

CIN: L74899DL1964GOI004281

(To be submitted on the Letterhead of Bank)

No.: AA/FS/23-24/FBG003/Nigeria

Date: _____

ANNEXURE – I

DECLARATION SHEET
(BGs in favour of M/s Cross River State Ministry of Power, Nigeria)

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:

M/s Cross River State Ministry of Power, Nigeria										Mention ✓
SI No.	Project Name	BG Nature	CCY	BG Amount (FC)	ER	BG Amount (IN Rs.)	BG Amount in (Rs /Cr)	Validity/Claim Date	Remarks	
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- c) BG will be issued by (name of Foreign Bank) and they have agreed to issue Bank Guarantee as per the format provided at Annexure-A.
- 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/FBG003/Nigeria

Date: _____

PART II – Price Schedule for BG

ANNEXURE II

1. PRICE SCHEDULE

M/s Cross River State Ministry of Power, Nigeria									
Sl No.	Project Name	BG Nature	CCY	BG Amount (FC)	ER	BG Amount (IN Rs.)	BG Amount in (Rs /Cr)	Validity/Claim Date	Remarks
1	1x26 MW, 11/33 kv gas Fired Power Plant and Associated Gas Supply Facility	PBG	USD	1,373,960	83.15	1142,44,774	11.42	31-07-2024	PBG is to be issued from a Nigerian Bank

2. BG CHARGES

TABLE A- FOR EVALUATION

Sl. NO	Particulars	Indian Bank Charges		Foreign Bank Charges	
		INR	% p.a.	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)

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

Notes:

- Banks to quote their Charges considering BG commission start Date 12-08-2023. 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. BHEL reserves the right to appropriately load the charges in case any bidder specifies any other condition to the contrary.
- 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)

PERFORMANCE GUARANTEE NO. _____

Brief description of Contract: Construction of 1x26 MW, 11/33 kV Gas Fired Power Plant and Associated Gas Supply Facility in Calabar

Name and address of Beneficiary:

Cross River State Ministry of Power
20, Ndidem ISO Road, Calabar
Municipal, Cross River State
Federal Republic of Nigeria

(Whom the Contract defines as the Employer which expression shall where the context so admits include its successors-in-title and assigns)

We have been informed that **M/s Bharat Heavy Electricals Limited, International Operations Division, Integrated Office Complex, New Delhi-110003 (India)** (here in after called the "Contractor") is your contractor under above Contract, which requires him to obtain a performance security.

At the request of the Contractor, we (**Name of Bank & Address of Bank**) hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of **USD 1,373,960/- ("The guaranteed amount", USD One Million Three Hundred Seventy Three Thousand Nine Hundred Sixty Only)** upon receipt by us of your demand in writing and your written statement stating:

- a) that the Contractor is in breach of his obligation(s) under the Contract, and
- b) the respect in which the Contractor is in breach.

~~Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before _____ (the "expiry date"), when this performance guarantee shall expire and shall be returned to us. Any demand in case of default shall be made in the currency of this performance guarantee.~~

This performance guarantee shall be governed by the laws of the Uniform Rules for Demand Guarantees, published ad number 758 by the international Chamber of Commerce, except as stated above.

The amount of this letter of Performance Guarantee will expire on the _____.

Notwithstanding anything contained herein

1. Bank's liability under this Performance Guarantee shall not exceed the Guaranteed Amount **USD 1,373,960/- (USD One Million Three Hundred Seventy Three Thousand and Nine Hundred Sixty Only)**
2. This Performance Guarantee shall remain in force from upto _____.
3. The Bank shall be liable to pay the Guaranteed Amount or any part thereof under this Performance Bank Guarantee only and only if you serve upon the Bank a written claim or demand on or before _____.
4. This Performance Bank Guarantee is not assignable and not transferable to third party.

