

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/IBG/009/NHPC Dt.:06,09,2023

(Consortium Bank/s) (As per list attached)

Kind	attention Mr.			 	

Sub: Ouotes for Bank Guarantee

BHEL is required to arrange following Bank Guarantees in favor of M/s NHPC-

SI · No.	Project name	BG Nature	CCY	BG Amount	BG Amount in (Rs /Cr)	Validity	Claim Period
DIBANG MULTIPURPOSE 1 PROJECT E&M WORKS (12X240 MW)	PERF	INR	68,25,57,750	68.26	22-02-2032	22-02-2032	
	PERF	INR	11,30,42,250	11.30	22-02-2032	22-02-2032	
		Total			79.56		

- 1. Bank Guarantee text for above-mentioned Guarantees are enclosed at Annexure A & B. 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. 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 16.00 hrs on 12.09.2023

- (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 Bid BG in favour of M/s NHPC

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 Bid BG in favour of M/s NHPC

- 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 Bid BG in favour of M/s NHPC Envelope 2: PART II BID for Bid BG in favour of M/s NHPC

These envelopes will be put in a larger envelope super scribing on this envelope:

"PART I and PART II bids for Bid BG in favour of M/s NHPC"

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, 66337325 Fax: 011-66337309 Email: ssingh@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 16.30 hrs on 12.09.2023 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

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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.
- "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. BHEL reserves the right to award respective BGs as per requirement.

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

(Sangeeta Singh) Sr. DGM (Fin)

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/23-2	24/JBG/009/NHPC
	Date:
	ANNEXURE – I

DECLARATION SHEET (BG in favour of M/s NHPC)

t is hereby confirmed that		(Name of the bank) -
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- a) Agrees to issue the Bank Guarantee as per the formats provided at Annexure-A & B
- b) Bank Agrees to issue the following BG as per details:

SI No.	Project name	BG Nature	CCY	BG Amount	BG Amount in (Rs /Cr)	Validity	Claim Period	Pls Mention
DIBANG MULTIPURPOSE 1 PROJECT E&M WORKS (12X240 MW)	PERF	INR	68,25,57,750	68.26	22-02-2032	22-02-2032		
	PERF	INR	11,30,42,250	11.30	22-02-2032	22-02-2032		
		Total			79.56			

- c) The quote is being provided as per Part-II 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/IBG/009/NHPC

Date:

PART II - Price Schedule for BG

ANNEXURE II-A

1. BG Details

	BG DETAILS							
SI No.	Project name	BG Nature	CCY	BG Amount	BG Amount in (Rs /Cr)	Validity	Claim Period	
. 1	DIBANG MULTIPURPOSE PROJECT E&M WORKS (12X240 MW)	PERF	INR	68,25,57,750	68.26	22-02-2032	22-02-2032	

2. BG CHARGES

3. TABLE A- FOR EVALUATION

SI. NO	Particulars	INDIAN BAI	NK
	·	INR	% р.а.
1.	BG issuance Charges		
2.	Swift/P&T (Rs.)		
3.	Other Charges if any Rs./ (%)		
4.	Statutory dues (if any) / Rs./ (%)		
5.	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 Particulars Particulars Particulars	INDIAN BAN	NK .
		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.		
Ш	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 Prorata 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:

- 1. Banks to quote their Charges considering BG commission start Date 18-09-2023. 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 now only 1-month Bank charges
- 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, SI. No.1 to 5. In case the bidders have provided their quotes only in % terms,
- 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. In case of bidders mentioning "as applicable" for taxes on Foreign Bank Charges, the highest of the tax rates as mentioned by other bidders will be applied to compute the charges for evaluation purposes. However, the taxes shall be paid on actual basis at the time of BG issuance.
- 6. Charges/Terms quoted at Table B -Other Charges will not be considered for Evaluation purposes.
- 7. Charges excluding GST will be considered for evaluation.
- 8. BHEL shall not bear any charges not indicated upfront by the Bank in their response.
- 9. 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/IBG/009/NHPC

	Date:	
ANNEXURE	II-B	

PART II - Price Schedule for BG

1. BG Details

	BG DETAILS									
SI No.	Project name	BG Nature	ССҮ	BG Amount	BG Amount in (Rs /Cr)	Validity	Claim Period			
1	DIBANG MULTIPURPOSE PROJECT E&M WORKS (12X240 MW)	PERF	INR	11,30,42,250	11.30	22-02-2032	22-02-2032			

BG CHARGES

TABLE A- FOR EVALUATION

SI. NO	Particulars	INDIAN BANK		
		INR	% p.a.	
1.	BG issuance Charges			
2.	Swift/P&T (Rs.)	, 1		
3.	Other Charges if any Rs./ (%)			
4.	Statutory dues (if any) / Rs./ (%)			
5.	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	
שרו יום		INR	% p.a.
I	Tax on above (%) (Please specify Sl. No. at Table A on which Tax is applicable)		
П	Amendment charges— • Financial- (%) • Non-Financial- Rs.		
Ш	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 Prorata 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 18-09-2023, 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, 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.
- In case of bidders mentioning "as applicable" for taxes on Foreign Bank Charges, the highest of the tax rates as mentioned by other bidders will be applied to compute the charges for evaluation purposes. However, the taxes shall be paid on actual basis at the time of BG issuance. 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.

Bank Guarantee No.

Performance Security- First Contract Bank Guarantee

To,

Dear Sirs,

NHPC Limited NHPC Office Complex Sector-33, Faridabad- 121003 (Haryana)

Date
In consideration of the NHPC 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 [Contractor's Name] with its Registered/Head Office at 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, executors and assigns), a Contract by issue of Employer's Notification of Award No. NH/Conts(E&M)-III/Dibang/01/PR12918/72/2020/SO-115/2023/94 dated 25.08.2023 and the same having been unequivocally accepted by the contractor, resulting into a Contract bearing No
dated valued at INR 22,751,925,000.00 (India Rupees Twenty-two Billion
Seven Hundred Fifty-one Million Nine Hundred Twenty-five Thousand only) for Ex-works supply
of all equipment and materials including Specified spares and Tools & Instruments for Lot: (Electro-Mechanical Works of Dibang Multipurpose Project, (12x240 MW), Roing Arunacha
Pradesh, India, as per Tender Specification No. NH/Conts(E&M)-III/Dibang/01/PR12918/72/2020
First Contract and the Contractor having agreed to provide a Contract Performance Guarantee for the
faithful performance of the entire Contract equivalent to INR 682,557,750.00 (India Rupees Six
Hundred Eighty Two Million Five Hundred Fifty Seven Thousand Seven Hundred Fifty Only) i. 3% (three percent) of the said value of the Contract to the Employer.

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 ommission 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 declares that this Bank Guarantee is issued by the Bank, utilizing the credit limit of M/s **Bharat Heavy Electricals Limited** (name of contractor) and 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 the Employer may have in relation to the Contractor's liabilities.

- i) Our liability under this Bank Guarantee shall not exceed INR 682,557,750.00 (India Rupees Six Hundred Eighty Two Million Five Hundred Fifty Seven Thousand Seven Hundred Fifty Only)
- ii) This Bank Guarantee shall be valid upto 22.02.2032
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Employer serves upon Bank a written claim or demand on or before 22.02.2032.

Dated thisday of				
WITNESS				
(Signature) (Name)	(Signature)(Name)			
(Official Address)	(Designation with Bank Stamp) Staff Authority No. Dated			
Communication address of the Bank				
Name of the contact person				
Tel. No. Fax No. Email:				

Bank Guarantee No.

Performance Security- Second Contract Bank Guarantee

To.

Dear Sirs,

NHPC Limited NHPC Office Complex Sector-33, Faridabad- 121003 (Haryana)

Fifty Only) i.e 3% (three percent) of the said value of the Contract to the Employer.

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 ommission 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 declares that this Bank Guarantee is issued by the Bank, utilizing the credit limit of M/s **Bharat Heavy Electricals Limited** (name of contractor) and 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 the Employer may have in relation to the Contractor's liabilities.

- i) Our liability under this Bank Guarantee shall not exceed INR 113,042,250.00 (India Rupees One Hundred Thirteen Million Forty-two Thousand Two Hundred Fifty Only)
- ii) This Bank Guarantee shall be valid upto 22.02.2032
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Employer serves upon Bank a written claim or demand on or before 22.02.2032.

Dated this day of	202 at
WITNESS	
(Signature) (Name)	(Signature)(Name)
(Official Address)	(Designation with Bank Stamp) Staff Authority No. Dated
Communication address of the Bank	
Name of the contact person	
Tel. No. Fax No. Email:	

