



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 / 7289 / 7301

No.: AA/FS/23-24/FBG007/Bhutan
Dt. 21-02-2024

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 of **M/s Druk Green Power Corporation Ltd. (DGPC)-**

M/s Druk Green Power Corporation Ltd. (DGPC), Bhutan						
Sl No.	Project Name	BG Nature	CCY	BG Amount (INR)	Validity/Claim Date	Remarks
1	Design, Engineering, Manufacture, Supply, Testing, Installation and Commissioning of 35 MVA, 11/220 KV Single Phase Generator Transformer of CHP	Perf	INR	19463400	04-04-2026	BG should either be issued from bank/financial institution of Bhutan or Foreign Banks acceptable and enforceable by any financial institution of Bhutan
2		Adv	INR	17283400	18-04-2025	

1. Bank Guarantee text for above-mentioned Guarantees are **enclosed at Annexure A & B.**
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 BGs 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**



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The bids can be submitted by any of the following modes latest by **27-02-2024 Upto 12:30 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:
technicalbid-corp@bhel.in

The subject may be mentioned as-

T1: PART I BID for BG in favour of M/s DGPC Bhutan

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 DGPC Bhutan

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

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 DGPC Bhutan"

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, 011-66337289, 011-66337301
Email: meenal@bhel.in ; amitupadhyay@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.



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10. Bid Opening- Part-I bids shall be opened on **27-02-2024 at 12:45 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.

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

पंजीकृत कार्यालय: बीएचईल हाउस, सीरी फोर्ट, नई दिल्ली-110049, भारत

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/FBG007/Bhutan

Date: _____

ANNEXURE – I

DECLARATION SHEET

(BG in favour of M/s Druk Green Power Corporation Ltd. (DGPC), Bhutan)

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

M/s Druk Green Power Corporation Ltd. (DGPC), Bhutan							
SI No.	Project Name	BG Nature	CCY	BG Amount (INR)	Validity/Claim Date	Remarks	Tick
1	Design, Engineering, Manufacture, Supply, Testing, Installation and Commissioning of 35 MVA, 11/220 KV	Perf	INR	19463400	04-04-2026	BG should either be issued from bank/financial institution of Bhutan or Foreign Banks acceptable and enforceable by any financial institution of Bhutan	
2	Single Phase Generator Transformer of CHP	Adv	INR	17283400	18-04-2025		

- d) 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 & B.

(Authorized representative's signature with seal)

Name:.....

Contact No.:

Email:.....

(To be submitted on the Letterhead of Bank)

No.: AA/FS/23-24/FBG007/Bhutan

Date: _____

PART II – Price Schedule for BG

ANNEXURE II -A

1. PRICE SCHEDULE

2. BG CHARGES

M/s Druk Green Power Corporation Ltd. (DGPC), Bhutan						
Sl No.	Project Name	BG Nature	CCY	BG Amount (INR)	Validity/Claim Date	Remarks
1	Design, Engineering, Manufacture, Supply, Testing, Installation and Commissioning of 35 MVA, 11/220 KV Single Phase Generator Transformer of CHP	Perf	INR	19463400	04-04-2026	BG should either be issued from bank/financial institution of Bhutan or Foreign Banks acceptable and enforceable by any financial institution of Bhutan

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 04-03-2024. 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. 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)

(To be submitted on the Letterhead of Bank)

No.: AA/FS/23-24/FBG007/Bhutan

Date: _____

PART II – Price Schedule for BG

ANNEXURE II -B

3. PRICE SCHEDULE

4. BG CHARGES

M/s Druk Green Power Corporation Ltd. (DGPC), Bhutan						
Sl No.	Project Name	BG Nature	CCY	BG Amount (INR)	Validity/Claim Date	Remarks
1	Design, Engineering, Manufacture, Supply, Testing, Installation and Commissioning of 35 MVA, 11/220 KV Single Phase Generator Transformer of CHP	Adv	INR	17283400	18-04-2025	BG should either be issued from bank/financial institution of Bhutan or Foreign Banks acceptable and enforceable by any financial institution of Bhutan

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 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. 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 Security

Bank Guarantee No.

Date.....

To

[DGPC's Address]

Dear Sir/Madam,

In consideration of Druk Green Power Corporation Limited (hereinafter referred to as DGPC which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s with its Registered/Head Office at(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 Letter of Award No..... dated valued at[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]....., for (insert Scope of Contract)..... and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to ten percent (10%) of the said value of the Contract to DGPC.

We (insert Name and Address of the bank issuing the Guarantee)..... having its Head Office at hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), do hereby guarantee and undertake to pay DGPC, on demand any and all monies payable by the Contractor to the extent of[insert amount of the Bank Guarantee and its currency]..... at any time up to @.....(day/month/year) without any demur, reservation, contest recourse or protest and or without any reference to the Contractor. Any such demand made by DGPC on the Bank shall be conclusive and binding notwithstanding any difference between DGPC and the Contractor or any dispute pending before any Court, Tribunal or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without prior consent of DGPC.

DGPC 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. DGPC, shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in DGPC or of any right which they might have against the Contractor and to exercise the same at any time and any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between DGPC and the Contractor or any other course of remedy or security available to DGPC. The Bank shall not be released of its obligations under these presents by any exercise by DGPC of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of DGPC or any other indulgence shown by DGPC or by any other matter or thing whatsoever which under the law would but for this provisions have the effect of relieving the Bank.

The Bank also agrees that DGPC 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 that DGPC may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above, our liability under this guarantee is restricted to and shall remain in force up to and including and shall be extended from time to time for such period, as may be desired by M/son whose behalf this guarantee has been given.

All rights of DGPC under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities after the abovementioned date or from the extended date.

Dated thisday of20 at

Witness:

Official of the Bank:

.....
(Signature).....
(Signature).....
(Name).....
(Name).....
(Official Address).....
(Official Address)

Advance Payment Guarantee

Bank Guarantee No.

Date.....

To

[DGPC's address]

Dear Sir/Madam,

In consideration of the Druk Green Power Corporation Limited (hereinafter referred to as DGPC) which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns having awarded to M/s..... with its registered/Head Office at (here-in-after 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 DGPC's Notification of Award No. dated and the same having been unequivocally accepted by the Contractor resulting in a 'Contract', dated valued at [amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures].....for (insert Scope of Contract)..... (hereinafter called the Contract) and DGPC having agreed to make advance payment to the Contractor for performance of the above Contract amounting to.....[insert currency and amount of the advance]....., as an advance against Bank Guarantee to be furnished by the Contractor.

We, [Insert name and address of the bank issuing Branch] having its Head Office at (hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay DGPC immediately on demand any or all monies payable by the Contractor to the extent of[insert currency and amount of the advance].....at any time up to@..... without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by DGPC on the Bank shall be conclusive and binding notwithstanding any difference between DGPC and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without prior consent of DGPC.

DGPC shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor. DGPC 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 DGPC and the Contractor or any other course or remedy or security available to DGPC. The Bank shall not be released of its obligations under these presents by any exercise by DGPC 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 omission or commission on the part of DGPC or any other indulgence shown by DGPC 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 also agrees that DGPC 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 that DGPC may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to[insert currency and amount of the advance]..... and it shall remain in force up to and including and shall be extended from time to time for such period as may be desired by M/s on whose behalf this guarantee has been given.

All rights of DGPC under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities after the above mentioned date or from the extended date.

Dated thisday of20 at

Witness:

Official of the Bank:

.....
(Signature).....
(Signature).....
(Name).....
(Name)

.....
(Official Address)

.....
(Official Address)

Power of Attorney No.:.....

Date:.....