

(भारत सरकार का उपक्रम) /(A GOVERNMENT OF INDIA UNDERTAKING) कॉर्पोरेट वित्तीय सेवायें विभाग / CORPORATE FINANCIAL SERVICES DEPARTMENT Phone No.+91 11 6633 7260 / 7289

No.: AA/FS/24-25/FBG002/Bhutan

Date: 20-05-2024

Branch Manager, (Consortium Bank/s) As per list attached

*** * * * * * * * * * * * * * * * * * *	
Kind attention Mr.	
Tallia attention 1711.	

Sub: Quotes for Bank Guarantee

BHEL is required to arrange following Bank Guarantees in favor M/s Punatsangchhu-II Hydroelectric Project Authority (PHPA), Bhutan. -

	BG Details							
Sl No.	Project	BG Nature	CCY	BG amount in Rs.	BG Amount in (Rs /Cr)	Validity	Claim Period	Remarks
1	Punatsangchhu- II HEP Bhutan	Perf.	INR	15,82,72,377	15.83	30-May- 25	30-May- 25	Paper BG to be issued in India
2	(6x170 MW)	Perf.	INR	15,82,72,377	15.83	29-Jun- 25	29-Jun- 25	by a bank in India
<u> </u>		Total	192	31,65,44,754	31.65			

- 1. Bank Guarantee text for above-mentioned Guarantee is 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 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 BGs as above, considering the limits available. In case of multiple BGs, bidder may submit their quotes for any or all the required BGs 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 27-05-2024 (Upto 11:30 Hrs)

(i) EMAIL (as per para 7.1), **OR**

पंजीकृत कार्यालय: बीएचईल हाऊस,सीरी फोर्ट,नई दिल्ली-110049,भारत Regd Office: BHEL House, Siri Fort, New Delhi-110049, INDIA CIN: L74899DL1964GOI004281

वा एच इं एव

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

(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 PHPA, 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 PHPA, 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 PHPA, Bhutan Envelope 2: PART II BID for BG in favour of M/s PHPA, 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 PHPA, 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 27-05-2024 at 11:45 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

(Amit Kr Upadhyay) Manager (Fin)

20.05.2024



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List of Consortium Banks

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



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कॉर्पोरेट वित्तीय सेवायें विभाग / CORPORATE FINANCIAL SERVICES DEPARTMENT
Phone No.+91 11 6633 7260 / 7289

(To be submitted on the Letterhead of Bank)

No.: AA/FS/24	-25/FBG002/Nigeria
	Date:
	ANNEXURE – I

DECLARATION SHEET (BGs in favour of M/s Punatsangchhu-II Hydroelectric Project Authority (PHPA), Bhutan

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

- a) Agrees to issue the Bank Guarantee as per BG format 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 as well.
- c) Bank Agrees to issue the following BG as per details:

BG Details									
Sl No.	Project	BG Nature	CCY	BG amount in Rs.	BG Amount in (Rs /Cr)	Validity	Claim Period	Remarks	Tick
1	Punatsangchhu-	Perf.	INR	15,82,72,377	15.83	30-May- 25	30-May- 25	Paper BG to be issued in	
2	II HEP Bhutan (6x170 MW)	Perf.	INR	15,82,72,377	15.83	29-Jun- 25	29-Jun- 25	India by a bank in India	
	i i	Total		31,65,44,754	31.65				

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	sea	ıl)
Name:		
Contact No.:		
Email:		

(To be submitted on the Letterhead of Bank)



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No.:	AA/FS/24-25/FBG002/Bhutan
	Date:

PART II - Price Schedule for BG

ANNEXURE II-A

1. PRICE SCHEDULE

				BG Det	ails			
Sl No.	Project	BG Nature	CCY	BG amount in Rs.	BG Amount in (Rs /Cr)	Validity	Claim Period	Remarks
1	Punatsangchhu- II HEP Bhutan (6x170 MW)	Perf.	INR	15,82,72,377	15.83	30-May- 25	30-May- 25	Paper BG to be issued in India by a bank in India

2. BG CHARGES

TABLE A- FOR EVALUATION

SI. NO	Particulars	INR	% p.a.
1.	BG issuance Charges Rs (entire BG duration) ./ % 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 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 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 30-05-2024. 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 pay only 1-month Bank charges
- 3. Bidders are required to submit BG issuance charges in absolute INR amount for entire 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.
- 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. Charges/ Terms quoted at Table B-Other Charges will not be considered for Evaluation purposes.
- 6. Charges excluding GST will be considered for evaluation.
- 7. BHEL shall not bear any charges not indicated upfront by the Bank in their response.
- 8. The Stamp Paper shall be paid as per actuals.

(Signature of the authorized official along with seal)



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(To be submitted on the Letterhead of Bank)

No.:	AA/FS/24-25/FBG002/Bhutan
	Date:

PART II - Price Schedule for BG

ANNEXURE II-B

1. PRICE SCHEDULE

	and the last of the last of the			BG Det	ails			
Sl No.	Project	BG Nature	CCY	BG amount in Rs.	BG Amount in (Rs /Cr)	Validity	Claim Period	Remarks
1	Punatsangchhu- II HEP Bhutan (6x170 MW)	Perf.	INR	15,82,72,377	15.83	29-Jun- 25	29-Jun- 25	Paper BG to be issued in India by a bank in India

2. BG CHARGES

TABLE A- FOR EVALUATION

SI. NO	Particulars	INR	% p.a.	
1.	BG issuance Charges Rs.(for entire BG duration) / % per p.a.			
2.	Swift/P&T (Rs.)			
3.	Other Charges if any Rs./ (%)		3	
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 Sl. No. at Table A on which Tax is applicable)		
II	Amendment charges—		
	• Financial- (%)	12	100
	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 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 30-05-2024. 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 pay only 1-month Bank charges
- 3. Bidders are required to submit BG issuance charges in absolute INR amount for entire 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.
- 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. Charges/Terms quoted at Table B Other Charges will not be considered for Evaluation purposes.
- 6. Charges excluding GST will be considered for evaluation.
- 7. BHEL shall not bear any charges not indicated upfront by the Bank in their response.
- 8. The Stamp Paper shall be paid as per actuals.

(Signature of the authorized official along with seal)



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Phone No.+91 11 6633 7260 / 7289

Annexure A

BANK GUARANTEE FOR PERFORMANCE SECURITY- Unit #1

To

The Punatsangchu-II Hydroelectric Project Authority, Bjimthangkha Wangdue Phodrang, Bhutan

WHEREAS Bharat Heavy Electricals Limited, BHEL House, Siri Fort, New Delhi-110049 (hereinafter called "the Contractor") has undertaken, in pursuance of Letter of Award No. PHPA-II/CE(C)/EM-1/224/2012/151 dated 18.06.2012 to execute Punatsangchhu-II Hydroelectric Project (1020 MW), Bhutan - Contract Package # EM-1: Design, Manufacture, Supply, Storage, Erection, Testing And Commissioning Of Generating Units And Associated Auxiliaries including Butterfly Valves and EOT Cranes (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, upto a total of INR 158,272,377.00 (Rupees One Hundred Fifty-Eight Million Two Hundred Seventy-Two Thousand Three Hundred Seventy-Seven), representing the percentage of the Contract Price, specified in the Contract, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of INR 158,272,377.00 (Rupees One Hundred Fifty-Eight Million Two Hundred Seventy-Two Thousand Three Hundred Seventy-Seven) as aforesaid without your needing to prove or to show grounds or reason for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date 30 days after issue of the Defects Liability Certificate (30 May 2025).

SIGNATURE AND SEAL OF THE GUARANTOR Name of Bank Address Date



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Annexure - B

BANK GUARANTEE FOR PERFORMANCE SECURITY- Unit #2

To

The Punatsangchu-II Hydroelectric Project Authority, Bjimthangkha Wangdue Phodrang, Bhutan

WHEREAS Bharat Heavy Electricals Limited, BHEL House, Siri Fort, New Delhi-110049 (hereinafter called "the Contractor") has undertaken, in pursuance of Letter of Award No. PHPA-II/CE(C)/EM-1/224/2012/151 dated 18.06.2012 to execute Punatsangchhu-II Hydroelectric Project (1020 MW), Bhutan - Contract Package # EM-1: Design, Manufacture, Supply, Storage, Erection, Testing And Commissioning Of Generating Units And Associated Auxiliaries including Butterfly Valves and EOT Cranes (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, upto a total of INR 158,272,377.00 (Rupees One Hundred Fifty-Eight Million Two Hundred Seventy-Two Thousand Three Hundred Seventy-Seven), representing the percentage of the Contract Price, specified in the Contract, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of INR 158,272,377.00 (Rupees One Hundred Fifty-Eight Million Two Hundred Seventy-Two Thousand Three Hundred Seventy-Seven) as aforesaid without your needing to prove or to show grounds or reason for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date 30 days after issue of the Defects Liability Certificate (29 Jun 2025).

SIGNATURE AND SEAL OF THE GUARANTOR Name of Bank Address Date