



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/IBG013/L&T

Dt.: 23-11-2023

Branch Manager,
(Consortium Bank/s)

Kind attention Mr. _____

Sub: Quotes for Bank Guarantee

BHEL is required to arrange following Bank Guarantees in favor M/s Larsen & Toubro Ltd.-

CUSTOMER-L&T SHIPBUILDING LIMITED							
Sl No.	Project Name	BG Nature	CCY	BG Amount	BG Amount in (Rs /Cr)	Validity	Claim Period
1	3 nos. Upgraded SRGMs 76/62	ABG	INR	6200,00,000	62.00	31-May-27	30-Jun-27
		Total		6200,00,000	62.00		

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. 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 **28-11-23 (Upto 11.00 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 L&T

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 L&T

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 L&T**

Envelope 2: **PART II BID for BG in favour of M/s L&T**

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 L&T"

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 28-11-2023 at 11.30 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.



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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 with in the given timelines.

Thanking you,

Yours Sincerely
For & on behalf of BHEL


23/11/2023
(Sangeeta Singh)
Sr. DGM (Fin)

(To be submitted on the Letterhead of Bank)

No.: AA/FS/23-24/IBG013/L&T

Date: _____

ANNEXURE – I

DECLARATION SHEET
(BGs in favour of M/s L&T)

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:

CUSTOMER-L&T SHIPBUILDING LIMITED							
Sl No.	Project Name	BG Nature	CCY	BG Amount	BG Amount in (Rs /Cr)	Validity	Claim Period
1	3 nos. Upgraded SRGMs 76/62	ABG	INR	6200,00,000	62.00	31-May-27	30-Jun-27
		Total		6200,00,000	62.00		

- 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/IBG013/L&T

Date: _____

PART II – Price Schedule for BG

ANNEXURE II

1. PRICE SCHEDULE

CUSTOMER-L&T SHIPBUILDING LIMITED							
Sl No.	Project Name	BG Nature	CCY	BG Amount	BG Amount in (Rs /Cr)	Validity	Claim Period
1	3 nos. Upgraded SRGMs 76/62	ABG	INR	6200,00,000	62.00	31-May-27	30-Jun-27
		Total		6200,00,000	62.00		

2. BG CHARGES

TABLE A- FOR EVALUATION

Sl. 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)

Sl. NO	Particulars	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 29-11-2023. 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.
- 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:

L&T SHIPBUILDING LIMITED
GROUND FLOOR, TC-1 BUILDING,
L&T CONSTRUCTION COMPLEX,
MOUNT POONAMALLEE ROAD,
MANAPAKKAM, CHENNAI - 600 089

OUR BANK GUARANTEE

Dear Sir,

This deed of guarantee made at New Delhi, this....., by, having its head office at(hereinafter called "The bank" which expression shall unless repugnant to the context or meaning thereof, include its successors) of the one part, in favour of **Larsen & Toubro Limited, L&T House, N.M.Marg, Ballard Estate, Mumbai – 400001** (hereinafter called "The Buyer" which expression shall mean and include its successors) of the other part.

Whereas:

- I) Pursuant to Offer No.& Minutes of Meeting dtd.from M/s Bharat Heavy Electricals Ltd. (BHEL) Having its registered office at **BHEL House, Siri fort, New Delhi-110049 and also a branch office at BHEL Industry Sector, Integrated Office Complex, Lodhi Road, New Delhi-110003** (address for correspondence) its supplying unit **M/s BHEL - HEEL, Ranipur, Haridwar** (Hereinafter called "The Seller") & Purchase Order No.from the buyer, a contract was concluded between the buyer & the supplier for supply of 3 nos Upgraded SRGM for CTS project (hereinafter called "The Equipment") on the terms & conditions mentioned in the said correspondence (hereinafter called "The Contract" which expression shall include all amendments, modifications and/ or variations thereto, as mutually agreed between the parties thereto)
- II) Under the provisions of the said contract, the buyer is required to pay the Seller an advance amount of **Rs 62.00 Crores (Rupees Sixty-Two Crores Only)** being 15% of the contract price for the 3 sets of SRGMs and associated items, subject to the seller furnishing a bank guarantee, as security for the equal amount.
- III) Accordingly, the seller had agreed to furnish a bank guarantee, which would operate as security for advance paid by the buyer.
- IV) In consideration of the aforesaid & at the request of the seller, the bank had agreed to furnish such bank guarantee to the buyer, as hereinafter appearing.

Now this witnesseth as follows :

1. The bank do hereby undertakes to pay the unadjusted advance amount according to the buyer's written payment instruction, without any protest or demur or proof or condition & without reference to the seller any & all amounts demanded from time to time, to the buyer, forthwith on the first demand in writing, & guaranteed to the buyer, against any loss or damages caused to or suffered by the buyer by reason of non-fulfilment of the obligations under the said contract, on the part of the seller
2. Any demand so made on the bank shall be conclusive as regards the amount due & payable by the bank under this guarantee. The bank waives in favour of the buyer all rights, defences & pleas which the bank, as guarantor, and/or seller may be entitled to.

3. The bank further agrees that the buyer shall be the sole judge whether the seller has committed any breach or breaches of any of the terms & conditions of the said contract
4. The amount of this guarantee will be progressively reduced by (percentage of advance) _____ of total value of each part shipment/services against the stage payment released by the BUYER for that shipment/services made by the SELLER and presentation to us of the payment documents.
5. Should it be necessary to extend the guarantee beyond the date of expiry of this bank guarantee on account of extension of time being granted by the buyer to the seller, for the due fulfilment of the obligations under the contract by the seller, the bank may extend the period of this guarantee at its sole discretion until such time as may be reasonably required, upon receiving written instructions from the seller, on or before the expiry date.
6. This guarantee is effective only after the seller have received the funds in his Account No.with& the bank further undertakes not to revoke this guarantee during its currency, except with the previous consent in writing from the buyer.
7. This guarantee shall not be affected by any change in the constitution of the seller or the bank nor shall it be affected by any change in the buyer's constitution or by any amalgamation or absorption thereof or therewith, but will inure for & be available to & enforceable by the absorbing or amalgamated company or concern.
8. This guarantee will remain valid until & including the 31.05.2027, or any extension thereof, provided that unless a demand under this guarantee is made by the buyer on the bank within the expiry of this guarantee, all rights of the buyer under this guarantee shall be forfeited & the bank shall be relieved & discharged from all liabilities under this guarantee. Upon expiry, this guarantee shall become null & void automatically, notwithstanding it is not returned to us for cancellation.
9. This guarantee /undertaking shall be governed by & construed in accordance with Laws of the Republic of India & competent courts in New Delhi shall have exclusive jurisdiction.
10. This bank guarantee is non assignable.
11. Notwithstanding anything contained herein
 - I) Our liability under this bank guarantee shall not exceed the sum of Rs.
 - II) This bank guarantee shall be valid until 31.05.2027
 - III) We are liable to pay the guarantee amount or any part thereof under this bank guarantee only & only if you serve upon as a written claim or demand on or before 30.06.2027

Authorized Signatory

