

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/012/MOD

Dt.: 21/11/2023

Branch Manager (Consortium Bank/s)	
(As per list attached)	
Kind attention Mr	

Sub: Quotes for Bank Guarantee

BHEL is required to arrange following Bank Guarantee in favor of M/s Ministry of Defence, GOI-

BG DETAILS						
SI No.	Project Name	BG Nature	CCY	BG Amount in (Rs /Cr)	Validity	Claim Period
1	16 Nos. Upgraded SRGM 76/62	Adv.	INR	488.98	30-Sep-33	30-Sep-33
		Total		488.98		

- 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 22-11-2023(Upto 16.00 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)

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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 MOD, GOI

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 MOD, GOI

- 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 <u>ONLY on email ids provided for the purpose and not to any other id of BHEL official.</u>
- 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 MOD, GOI

Envelope 2: PART II BID for Bid BG in favour of M/s MOD, GOI

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 MOD, GOI"

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 <u>placed at the 5th Floor (outside B-Wing)</u> 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 22-11-2023 at 16.30 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. 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) pSr. DGM (Fin)

List of Consortium Banks

State Bank of India
IDBI Bank Limited
ICICI Bank Limited
HDFC Bank Limited
Axis Bank
IndusInd Bank Limited
Bank of Baroda
Exim Bank
Indian Bank
Punjab National Bank
Union Bank of India
Yes Bank Limited
RBL Bank Ltd.
Indian Overseas Bank
Kotak Mahindra Bank Limited
Federal Bank Limited
Canara Bank

(To be submitted on the Letterhead of Bank)

No.: AA/FS/23-24/IBG/012/MOD
Date:

ANNEXURE – I

DECLARATION SHEET (BG in favour of M/s Ministry of Defence, GOI)

It 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) Bank Agrees to issue the following BG as per details:

	BG DETAILS						
SI No.	Project Name	BG Nature	CCY	BG Amount in (Rs /Cr)	Validity	Claim Period	
1	16 Nos. Upgraded SRGM 76/62	Adv.	INR	488.98	30-Sep-33	30-Sep-33	
		Total		488.98			

- 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

No.: AA/FS/23-24/IBG/012/MOD

Da	te	:	
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PART II - Price Schedule for BG

ANNEXURE II-A

1. BG Details

	BG DETAILS						
SI No.	Project Name	BG Nature	CCY	BG Amount in (Rs /Cr)	Validity	Claim Period	
1	16 Nos. Upgraded SRGM 76/62	Adv.	INR	488.98	30-Sep-33	30-Sep-33	
		Total		488.98			

2. BG CHARGES

3. TABLE A- FOR EVALUATION

Sl. NO	Particulars	INDIAN BANK		
		INR	% p.a.	
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	INDIAN BANK		
		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 27-11-2023. 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 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, 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)

Annexure - A

STAGE PAYMENT BANK GUARANTEE

То

The President Ministry of Defence Government of India South Block, New Delhi

Godin Block, New Bellin
1. "Whereas President of India represented by the Joint Secretary and Acquisition Manager (Maritime & System), Ministry of Defence, Government of India (hereinafter referred to as Buyer) have entered into a contract No (No. of contract), dated(Date of Contract) with M/s Bharat Heavy Electricals Limited (Name of Seller) (referred to as SELLER) and whereas according to the said Contract the Buyer has undertaken to make a stage payment of ₹ 488.98 Cr (Rupees Four Hundred Eighty Eight Crore and Ninety Eight Lakh Only) being payment of 20% of the Base Contract Price (except B&D spares, Services, Preservation and Training) of ₹ 2805.47 Cr (Rupees Two Thousand Eight Hundred Five Crore and Forty Seven Lakh Only) of the said Contract, against issuance of an advance guarantee by a bank."
2. We (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BUYER intimating that the SELLER is in breach of the contractual obligations stipulated in the said Contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our total liability under this guarantee shall be restricted to an amount not exceeding ₹ 488.98 Cr (Rupees Four Hundred Eighty Eight Crore and Ninety Eight Lakh Only)
3. We undertake to pay to the BUYER any money so demanded notwithstanding any dispute or disputes raised by the SELLER in any suit or proceedings pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the SELLER shall have no claim against us for making such payment.
4. We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the BUYER under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till office / Department / Ministry of certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said SELLER and accordingly discharges this guarantee.
5. We, further agree with the BUYER that the BUYER shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and

conditions of the said Contract or to extend time of performance by the said SELLER from time to time or to postpone for any time or from time to time any of the powers exercisable by the BUYER against the said SELLER and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said SELLER or for any forbearance, act or omission on the part of the BUYER or indulgence by the BUYER to the said SELLER or by any such matter or thing whatsoever which under law relating to sureties would, but for this provision, have effect of so relieving us.

6. 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.
7. This guarantee will not be discharged due to the change in the constitution of the bank or the BUYER/SELLER.
8. We, undertake not to revoke this guarantee during the currency except with the previous consent of the BUYER in writing.
9. Notwithstanding anything contained herein above:-
(a) Our liability under this Guarantee shall not exceed Rupees (in words)
(b) This Bank Guarantee shall remain valid until (hereinafter the expiry date of this guarantee) the Bank Guarantee will cease to be valid afterirrespective whether the Original Guarantee is returned to us or not.
(c) We are liable to pay guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written demand or a claim in writing on or before (Expiry Date).
Dated the day of (month and year) Place :
Signed and delivered by (Name of the bank)
Through its authorised signatory (Signature with seal)

