



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/006/MOD

Dt.: 22/08/2023

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

Kind attention Mr. _____

Sub: Quotes for Bank Guarantee

BHEL is required to arrange following Bank Guarantees 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	420.82	30-Jun-33	30-Jun-33
2		Perf.	INR	88.71	30-Jun-33	30-Jun-33
		Total		509.53		

- 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.**
- 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.
- 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.
- 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.
- 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.
- SUBMISSION OF OFFERS**
The bids can be submitted by any of the following modes latest by **25/08/2023 (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)

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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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 Ministry of Defence, 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 Ministry of Defence, 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 **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 Ministry of Defence, GOI**

Envelope 2: **PART II BID for Bid BG in favour of M/s Ministry of Defence, 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 Ministry of Defence, 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 **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 25-08-2023 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

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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.

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).

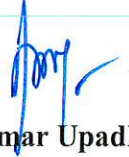
Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding."

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


(Amit Kumar Upadhyay)
Dy. Mgr (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/23-24/IBG/006/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) -

- 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:

BG DETAILS							Pls Mention ✓
Sl No.	Project Name	BG Nature	CCY	BG Amount in (Rs /Cr)	Validity	Claim Period	
1	16 Nos. Upgraded SRGM 76/62	Adv.	INR	420.82	30-Jun-33	30-Jun-33	
2		Perf.	INR	88.71	30-Jun-33	30-Jun-33	
		Total		509.53			

- 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/006/MOD

Date: _____

PART II – Price Schedule for BG

ANNEXURE II-A

1. BG Details

BG DETAILS						
Sl No.	Project Name	BG Nature	CCY	BG Amount in (Rs /Cr)	Validity	Claim Period
1	16 Nos. Upgraded SRGM 76/62	Adv.	INR	420.82	30-Jun-33	30-Jun-33

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— <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 28-08-2023. 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.**

(Signature of the authorized official along with seal)

(To be submitted on the Letterhead of Bank)

PART II – Price Schedule for BG**ANNEXURE II-B****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	Perf.	INR	88.71	30-Jun-33	30-Jun-33

2. BG CHARGES**3. TABLE A- FOR EVALUATION**

SI. 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)

SI. NO	Particulars	INDIAN BANK	
		INR	% p.a.
I	Tax on above (%) (Please specify SI. 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 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 28-08-2023. 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, SI. 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.**

(Signature of the authorized official along with seal)

Annexure - A

ADVANCE PAYMENT BANK GUARANTEE
ADVANCE PAYMENT BANK GUARANTEE

To

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

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 an advance payment of **Rs 420.82 Cr (Rupees Four Hundred Twenty Crore and Eighty Two Lakh Only)** being payment of 15% of the Base Contract Price of **Rs 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 **Rs 420.82 Cr (Rupees Four Hundred Twenty Crore and Eighty Two 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 after _____ irrespective 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)

PERFORMANCE CUM WARRANTY BANK GUARANTEE

To

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

Dear Sir,

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. _____ dated _____ (hereinafter referred to as the said contract) with M/s. **Bharat Heavy Electricals Limited** (hereinafter referred to as the SELLER) for supply of goods as per contract to the said BUYER and whereas the SELLER has undertaken to produce a bank guarantee amounting to **Rs 88.71 Cr (Rupees Eighty Eight Crore and Seventy One Lakh Only)** to Cover 3% of Total Contract Value (including Taxes & Duties) for Performance and Warranty in sequence, to secure its obligations towards Performance-cum-Warranty to the BUYER.

2. We, the _____ bank hereby expressly, irrevocably and unreservedly undertake the guarantee as principal obligors on behalf the SELLER that, in the event that the BUYER declares to us that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the BUYER by reason of breach/failure to perform by the said SELLER of any of the terms and conditions in the Contract related to Performance and Warranty clauses, we will pay you, on demand and without demur, all and any sum up to {3% of Total Contract Value(including Taxes and Duties)} **Rs 88.71 Cr (Rupees Eighty Eight Crore and Seventy One Lakh Only)** at any instance under this Guarantee. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said Contract. We shall not be entitled to ask you to establish your claim or claims under this guarantee but will pay the same forthwith without any protest or demur. We undertake to effect payment upon receipt of such written demand.

3. We shall not be discharged or released from the undertaking and guarantee by any arrangements, variations made between you and the SELLER, indulgence to the SELLER by you, or by any alterations in the obligations of the SELLER or by any forbearance whether as to payment, time performance or otherwise.

4. We further agree that any such demand made by the BUYER on the Bank shall be conclusive, binding, absolute and unequivocal notwithstanding any difference or dispute or controversy that may exist or arise between you and the SELLER or any other person.

5. In no case shall the amount of this guarantee be increased.

6. This Performance-cum-Warranty guarantee shall remain valid for a period until three months beyond the warranty period as specified in the contract i.e. upto _____.

7. Subject to the terms of this Bank Guarantee, the issuing bank hereby irrevocably authorizes the beneficiary to draw the amount of upto **Rs 88.71 Cr (Rupees Eighty Eight Crore and Seventy One Lakh Only)** {3% of Total Contract Value (including Taxes and Duties)} for breach/ failure to perform by the SELLER of any of the terms and

conditions of the Contract related to performance and warrantee clauses. Partial drawings and multiple drawings under this Bank Guarantee are allowed within the above stated cumulative amount subject to each such drawing not exceeding 3% of the Total Contract Value (including Taxes and Duties) **Rs 88.71 Cr (Rupees Eighty Eight Crore and Seventy One Lakh Only)**.

8. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of M/s _____ we undertake not to revoke this guarantee during the currency except with previous consent of BUYER in writing.

9. Notwithstanding anything contained herein above:

(a) Our liability under this Guarantee shall not exceed Rs _____. (Rupees _____ only (in words)).

(b) This Bank Guarantee shall remain valid until 3 months from the date of expiry of warranty period of the contract, i.e upto _____ (mention the date) which is 3 months after expiry of the warranty period and the BG shall cease to be valid after _____ irrespective 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)

