



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 / 7301

No.: AA/FS/23-24/IBG018/HC/SD

Date: 29-01-2024

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 M/s Prothonotary and Senior Master, High Court, Bombay -

BG DETAILS						
SI No.	BG Nature	CCY	BG Amount	BG Amount in (Rs /Cr)	Validity	Claim Period
1	Security Deposit	INR	90,41,28,908	90.41	01-Feb-25	01-Feb-25
	Total		90,41,28,908	90.41		

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.
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 BG as above, considering the limits available. 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 **31-01-2024 (Upto 11:30 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



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The subject may be mentioned as-

T1: PART I BID for BG in favour of M/s Prothonotary and Senior Master, High Court, Bombay

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 Prothonotary and Senior Master, High Court, Bombay

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 Prothonotary and Senior Master, High Court, Bombay**

Envelope 2: **PART II BID for BG in favour of M/s Prothonotary and Senior Master, High Court, Bombay**

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 Prothonotary and Senior Master, High Court, Bombay"

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, 011-66337301,
Email: meenal@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.

10. **Bid Opening-** Part-I bids shall be opened **on 31-01-2024 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,



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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. Bank quoting lowest rate for BG will be awarded the 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

(To be submitted on the Letterhead of Bank)

No.: AA/FS/23-24/ IBG018/HC/SD

Date: _____

ANNEXURE – I

**DECLARATION SHEET
(BGs in favour of M/s NLC)**

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:

BG DETAILS						
SI No.	BG Nature	CCY	BG Amount	BG Amount in (Rs /Cr)	Validity	Claim Period
1	Security Deposit	INR	90,41,28,908	90.41	01-Feb-25	01-Feb-25
	Total		90,41,28,908	90.41		

- 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**
- e) No Margin money in any form will be applicable in this BG.

(Authorized representative's signature with seal)

Name:.....

Contact No.:

Email:.....



(To be submitted on the Letterhead of Bank)

No.: AA/FS/23-24/ IBG018/HC/SD

Date: _____

PART II – Price Schedule for BG

ANNEXURE II

1. PRICE SCHEDULE

BG DETAILS						
Sl No.	BG Nature	CCY	BG Amount	BG Amount in (Rs /Cr)	Validity	Claim Period
1	Security Deposit	INR	90,41,28,908	90.41	01-Feb-25	01-Feb-25
	Total		90,41,28,908	90.41		

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 01-02-2024. 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
- 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)

IN THE HIGH COURT OF JUDICATURE AT BOMBAY ORDINARY ORIGINAL CIVIL
JURISDICTION

ARBITRATION PETITION(L) NO. 33469 OF 2023

To,

Prothonotary and Senior Master, High Court,
Bombay.

Bharat Petroleum Corporation Ltd.

.....Applicant/ Petitioner

Versus

Bharat Heavy Electricals Ltd. (BHEL)

.....Respondent

BANK GUARANTEE

KNOW ALL MEN BY THESE PRESENTS that we, _____
are carrying business in Mumbai and at other places (hereinafter referred to as the said Bank) SEND
GREETINGS.

WHEREAS By an Order dated 03rd January, 2024 passed by the Hon'ble Shri Justice R.I. Chagla at the hearing of **INTERIM APPLICATION(L) NO. 34790 of 2023 In ARBITRATION PETITION(L) NO. 33469 OF 2023**, the Applicant/ Petitioner above named has been directed to deposit in Court on or before 31st day of January'2024 the amount of **Rs. 90,41,28,908.00 (In words Rupees Ninety Crore Forty One Lakhs Twenty Eight Thousand Nine Hundred and Eight only)** with liberty to the Respondent to withdraw the said amount deposited by the Applicant/ Petitioner in court, on furnishing a bank guarantee in favour of and to the satisfaction of the Prothonotary and Senior Master, High Court, Bombay for a sum of **Rs. 90,41,28,908.00 (In words Rupees Ninety Crore Forty One Lakhs Twenty Eight Thousand Nine Hundred and Eight only).**

AND WHEREAS the Applicant/ Petitioner has deposited in the Court the said sum of **Rs. 90,41,28,908.00 (In words Rupees Ninety Crore Forty One Lakhs Twenty Eight Thousand Nine Hundred and Eight only)** on _____ (date) in pursuance of the aforesaid order.

AND WHEREAS on the request of the Respondent the _____ (Name of the Nationalized Bank) having its branch at _____ has agreed to give the said guarantee in favour of and to the satisfaction of the Prothonotary and Senior Master, High Court, Bombay for and on behalf of the Respondent herein for the sum of **Rs. 90,41,28,908.00 (In words Rupees Ninety Crore Forty One Lakhs Twenty Eight Thousand Nine Hundred and Eight only)** in the matter hereinafter appearing.

NOW THESE PRESENTS WITNESSETH THAT THE SAID BANK DOTH hereby stand surety in pursuance of the said order dated 03rd January, 2024 for the sum of **Rs. 90,41,28,908.00 (In words Rupees Ninety Crore Forty One Lakhs Twenty Eight Thousand Nine Hundred and Eight only)** AND THE SAID BANK DOTH HEREBY COVENANT THAT the Guarantee herein shall remain in

force upto and inclusive of an initial period upto 01.02.2025 i.e. One year from the date of Issue of BG and thereafter the same shall be renewed from year to year till the above High Court ARBITRATION PETITION(L) NO. 33469 OF 2023 is disposed of and for a further period of six months thereafter.

AND THE SAID BANK DOTH FURTHER COVENANT that the present Bank Guarantee is unconditional, irrevocable and strictly abiding by the Order of this Hon'ble Court.

AND THE SAID BANK DOTH FURTHER COVENANT that if the Respondent above named does / do not obtain and furnish the renewal or renewals of the guarantee as aforesaid in favour of the Prothonotary and Senior Master, High Court, Bombay and or his or her successor / successors in the office prior to the expiry of the period of the Bank Guarantee, the said bank without any further invocation by the Prothonotary and Senior Master and without any demur or demand, action, notice to or objection from the Respondent in this regard, forthwith pay / deposit either by demand draft or pay order with the Prothonotary and Senior Master, the said amount of **Rs. 90,41,28,908.00 (In words Rupees Ninety Crore Forty One Lakhs Twenty Eight Thousand Nine Hundred and Eight only)**

AND IT IS HEREBY LASTLY RECORDED that notwithstanding anything contained hereinabove the liability of the said Bank is restricted to the sum of **Rs. 90,41,28,908.00 (In words Rupees Ninety Crore Forty One Lakhs Twenty Eight Thousand Nine Hundred and Eight only)**

IN WITNESS WHEREOF WE, (name of the Bank, Branch, and Address) have executed these presents at Mumbai

this..... day..... of 2024.

Witness:

Signature.....

Name.....

Designation.....