



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/FBG006/IRAQ
Date: 14-02-2024

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 Tareek Al-Malak For General Trading & Contracting And Trade Agencies And Insurance Brokerage & Services Ltd. -

BG Details							
Project - Supply of Spare Parts For Fr9E Gas Turbine, Gear Box And Generator Spares For Khor Al Zubair Gas Station, Basra-Iraq							
Sl No.	BG Nature	CCY	BG Amount (USD)	BG Amount in (Rs /Cr)	Validity	Claim Period	Remarks
1	Adv.	USD	8,55,237	7.14	20-Dec-24	20-Dec-24	Paper BG to be issued in India
	Total		8,55,237	7.14			

1. Bank Guarantee text for above-mentioned Guarantee is **enclosed at Annexure A.**
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 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 **17-02-2024 (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)



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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 BG in favour of M/s Tareek Al-Malak.

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 Tareek Al-Malak.

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 Tareek Al-Malak.**

Envelope 2: **PART II BID for BG in favour of M/s Tareek Al-Malak.**

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 Tareek Al-Malak."

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 17-02-2024 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.



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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/FBG006/IRAQ

Date: _____

ANNEXURE – I

DECLARATION SHEET

(BGs in favour of M/s Tareek Al-Malak For General Trading & Contracting And Trade Agencies And Insurance Brokerage & Services Ltd.)

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

- a) Agrees to issue the Bank Guarantee as per BG format provided at **Annexure-A** without any changes.
- b) No deviation will be taken in the Price Bid format provided in **Annexure II** as well.
- c) Bank Agrees to issue the following BG as per details:

BG Details								
Project - Supply of Spare Parts For Fr9E Gas Turbine, Gear Box And Generator Spares For Khor Al Zubair Gas Station, Basra-Iraq								
Sl No.	BG Nature	CCY	BG Amount (USD)	BG Amount in (Rs /Cr)	Validity	Claim Period	Remarks	Tick
1	Adv.	USD	8,55,237	7.14	20-Dec-24	20-Dec-24	Paper BG to be issued in India	
	Total		8,55,237	7.14				

- 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 seal)

Name:.....

Contact No.:

Email:.....

(To be submitted on the Letterhead of Bank)

No.: AA/FS/23-24/FBG006/IRAQ

Date: _____

PART II – Price Schedule for BG

ANNEXURE II

1. PRICE SCHEDULE

BG Details							
Project - Supply of Spare Parts For Fr9E Gas Turbine, Gear Box And Generator Spares For Khor Al Zubair Gas Station, Basra-Iraq							
Sl No.	BG Nature	CCY	BG Amount (USD)	BG Amount in (Rs /Cr)	Validity	Claim Period	Remarks
1	Adv.	USD	8,55,237	7.14	20-Dec-24	20-Dec-24	Paper BG to be issued in India
	Total		8,55,237	7.14			

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:

1. Banks to quote their Charges considering BG commission start Date 20-02-2024. 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 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.

Annexure – A

**BANK GUARANTEE NO. DATED
ADVANCE PAYMENT GUARANTEE FORMAT**

To:

**TAREEK AL-MALAK FOR GENERAL TRADING & CONTRACTING
AND TRADE AGENCIES AND INSURANCE BROKERAGE & SERVICES LTD.
YARMOOK AREA, DIST NO. 612, ROAD NO. 13, VILLA NO.5
BAGHDAD, IRAQ**

ADVANCE PAYMENT GUARANTEE NO.

Brief description of Contract: **PURCHASE CONTRACT REF. X/IQ/23/95 DATED 17.06.2023 FOR SUPPLY OF SPARE PARTS FOR FR9E GAS TURBINE, GEAR BOX AND GENERATOR SPARES FOR KHOR AL ZUBAIR GAS STATION, BASRA-IRAQ.**

Name and address of Beneficiary: **TAREEK AL-MALAK FOR GENERAL TRADING & CONTRACTING AND TRADE AGENCIES AND INSURANCE BROKERAGE & SERVICES LTD., YARMOOK AREA, DIST NO. 612, ROAD NO. 13, VILLA NO.5, BAGHDAD, IRAQ (Whom the Contract defines as the "BUYER").**

We have been informed that **Bharat Heavy Electricals Limited, International Operations Division, Integrated Office Complex, New Delhi-110003 (India)** having its registered office at **BHEL House, Siri Fort, New Delhi-110049 (India)** (Whom the Contract defines as the "SELLER") is required to obtain an Advance Payment Guarantee (ABG) as per the Contract.

At the request of the SELLER, we having its registered office at(hereinafter referred as the "Bank") hereby irrevocably undertake to pay you, the Beneficiary/BUYER, any sum or sums not exceeding in total the amount US\$ 855,237/- [the "guaranteed amount" say: United States Dollar Eight Hundred Fifty-Five Thousand Two Hundred Thirty-Seven Only] upon receipt by us of your demand in writing and your written statement stating.

- (A) That the SELLER has failed to perform in respect of the advance payment in accordance with the conditions of the Contract, and
- (B) The amount which the SELLER has failed to perform or repay.

Any demand for payment must contain your signature (s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before completion of 10 months from the ABG issuance date when this Advance Payment Guarantee shall be returned to us. Any demand in case of default shall be made in the currency of this advance payment guarantee.

The Advance Payment Guarantee shall become effective upon receipt of the full advance payment of US\$ 855,237/- to the credit of BHEL A/C No. 10813609345 with SBI, New Delhi. On every shipment under this contract the Liability under this Advance Payment Guarantee shall be progressively reduced proportionately.

This Advance Payment Guarantee shall be governed by the laws of the Uniform Rules for Demand Guarantees, published ad number 758 by the International Chamber of Commerce, except as stated above.

The amount of this letter of Advance Payment Guarantee will expire on the completion of 10 months from the ABG issuance date or **after the supply of material by the SELLER whichever is earlier.**

For This Project, Contract ref. No. is X/IQ/23/95 dated 17.06.2023 AND LC No. is 100ILC202400032.

Notwithstanding anything contained herein

- 1) Bank's liability under this Advance Payment Guarantee shall not exceed the Guaranteed Amount US\$ 855,237/- (USD Eight Hundred Fifty-Five Thousand Two Hundred Thirty-Seven Only)
- 2) This Advance Payment Guarantee shall remain in force upto 10 months from the ABG issuance date.
- 3) The Bank shall be liable to pay the Guaranteed Amount or any part thereof under this Advance Payment Bank Guarantee only and only if you serve upon the Bank a written claim or demand on or before completion of 10 months from the ABG issuance date.
- 4) This Advance Payment Guarantee is non-assignable and non-transferable to third party.