



Bharat Heavy Electricals Limited, Jhansi

NOTICE FOR INVITING TENDER (ENQUIRY NO. E 5150005)

1.1 Sealed quotations are invited in Two Part Bid System for Liaising work for **Fuel Supply Agreement (FSA) and E-Auctions by rail between BHEL Jhansi and M/s South Eastern Coalfields Limited (SECL), Bilaspur.** The offer should be submitted in **Two Parts (Two separate sealed envelopes super scribed with Part No. given below, Enquiry No. & Due date on the envelope)** on or before the due date of opening.

- (a) Part – I: Technical, Commercial & General Terms “ and copy of blanked Price bid
 (b) Part – II : Price Bid

Enquiry No.	: E 5150005
Due date of Tender Opening	: 24/05/2016 (14:00 hrs)
Last date of submitting Tender	: 24/05/2016 (till 13:15 hrs)

2.0 General:

2.1

Quotation to be submitted as per description mentioned in our Enquiry Sheet and T&C mentioned in this Annexure: 1. Offer to be submitted strictly in two bid system only and the deviations (*if any*) should be brought out clearly in Techno-commercial bid: Part - I.

2.2

Only Techno-Commercial Bid: Part – I shall be opened on the due date of opening at 14:00 Hrs. Price Bid: Part – II shall be opened of only techno-commercially acceptable offers at a later date which will be intimated to eligible vendors.

2.3

BHEL requires quoted price to be **“FIRM”** for the entire delivery period and shall be furnished in the Price Bid (Part – II). Please note that if Price bid (Part-II) contains any comments/conditions, which are not mentioned in Blank price Bid, same shall not be considered and BHEL shall reject such offers. Copy of blank price bid to be submitted along with ‘techno-commercial bid.’

2.4

Offer of Vendor(s) who are under HOLD by BHEL on the date of price bid opening, “DELISTED” or “BANNED” with BHEL shall not be considered.

2.5

Vendors to submit offer complete in all respect. The supporting documents for qualifying requirements to be submitted along with offer.

2.6

Late offers: Please note that the offers received after 13:15 pm on the due date or received after due date are treated as **“Late Offer”** which will not be considered by BHEL. Hence, please ensure to submit the quotation well in time.

3.0 Earnest Money Deposit clause:

- a. The offer should be submitted along with Earnest Money Deposit (EMD) of Rs 20,000/- (C/11) in favour BHEL Jhansi along with the Techno-commercial Bid Part - 1 as indicated in Enquiry only in form of Demand Draft or Pay order only in favour of Bharat Heavy Electricals Limited, Jhansi payable at BHEL Jhansi.
- b. EMD by the Tenderer will be forfeited as per Tender Documents if, the successful bidder/ vendor refuses to honour the Order after award of the same on him and/or withdraws his bid and or unilaterally changes the offer and/or any of its terms & conditions within the validity period.
- c. EMD given by all unsuccessful Tenderers shall be refunded on acceptance of award/LOI/PO by successful Tenderer.
- d. EMD shall not carry any interest.
- e. EMD by the Tenderer will be forfeited as per Tender Documents if:
 - i. After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
 - ii. The tenderer does not commence the work within the period as per LOI / Contract.

4.0 Security Deposit clause:

- a. Security Deposit should be collected from the successful tenderer. The rate of Security Deposit shall be 10% of the contracted amount.
- b. Security Deposit may be furnished in any one of the following forms:
 - i. Cash (as permissible under the Income Tax Act)
 - ii. Pay Order, Demand Draft in favour of BHEL
 - iii. Local cheques of scheduled banks, subject to realization.
 - iv. Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
 - v. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format shall be as per format at **ANNEXURE-4**.
 - vi. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
 - vii. EMD of the successful tenderer can be converted and adjusted against the security deposit.
 - viii. The security deposit shall not carry any interest.
(Note: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).
- c. Security deposit will be valid for the period of contract with 3 months claim period thereafter.

For Further Clarification:

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Activities and scope of work (E5150005):-

ANNEXURE - 2

Name of Work: Liaising work for Fuel Supply Agreement (FSA) and E-Auctions by rail between BHEL Jhansi and M/s South Eastern Coalfields Limited (SECL), Bilaspur. You have to do Co-ordination with BHEL ROD Kolkata, BHEL Jhansi, CIL Kolkata, SECL Kolkata, SECL Bilaspur, DRM Bilaspur for sanction / allotment of coal rake. Supervision of coal loading and co-ordination with SECL Bilaspur and SECL Coal Mines for loading of good quality of Steam coal grade A/B for dispatch to BHEL Jhansi.

SL. No	<u>Salient Scope of Work</u>
1	Co-ordination with BHEL, Jhansi and CIL, Kolkata for advancement of short fall coal quantity to form a one coal rake (as and when required).
2	Co-ordination with CIL Kolkata, SECL Kolkata and Bilaspur offices for obtaining their consent for coal allotment and loading of coal rake as per the FSA (Fuel Supply Agreement) and E-Auction quantity.
3	Co-ordination with BHEL, Jhansi and ROD Kolkata to collect the Bank drafts towards the coal amount payment and to deposit the same at SECL Kolkata.
4	Obtaining Railway Sanction of SECL's consented coal programme from the Director Rail Movement's office, Kolkata for movement of coal rake.
5	Regular follow up with SECL's offices at Bilaspur Korea/Rewa/Bishrampur, etc field and Railway offices at Bilaspur, for offer, allotment and placement of coal rake by them and early movement of the same to our plant as per our schedule.
6	Regular monitoring of placement, loading and dispatch of coal rakes under information to BHEL Jhansi on day to day basis.
7	Proper liaison to be maintained with SECL, Bilaspur and Kolkata, Railway offices at kolkata and New Delhi and S.E.C. Railways, Bilaspur to tackle all the problems that may arises from time to time.
8	Collection of coal bills from SECL, Kolkata and forwarding to AGM (MM-H) BHEL, Jhansi.
9	Co-ordinate with SECL & Railway for arrangement of allotment as per choice of colliery to get better quality of coal.
10	Supervision of coal loading of coal boxes at SECL coal mines to ensure loading of good quality of steam coal Grade A/B as per FSA / PO.
11	Arrangement to be made at the time of loading of boxes so that water sprinkling is kept to the minium.
12	To ensure that after the loading is compleated the boxes are weighted as far as possible correctly so that shortages at our end is minimized.
13	In case, it is found that in the rake of 59 boxes some wagons supplied by railways are not fit for loading, the same shall be arranged in co-ordination with Railways to get the wagons repaired promptly and make it fit for loading as far as possible so that maximum boxes can be loaded.
14	Deputation of guards at the loading point from completion of loading / weighment to the drawn out of loading rake by railways to avoid pilferages of the coal while the loaded rake is standing at the colliery siding.
15	Co-ordination with colliery & Railway to have the rake placed as soon the proper stock built up at the colliery.
16	Expediting refunds of excess amount paid to SECL by BHEL Jhansi. Co-ordination with SECL/ Coal India offices for correction or discrepancies of bills.

17	To get the advancement of coal from Coal India from the succeeding year for achieving completion of full rakes above the ACQ quantity.
18	Any other liaising assignment relating to interaction with SECL/ Coal India/ Indian Railways at Bilaspur/Kolkata during validity of contract.
19	For E-Auctions- All activities related to e-auctions for procurement of coal by rail including selection of area of colliery for good grade, co-ordinations with service providers, SECL, etc, coal allotment, payments, dispatch, rail freight payments, etc.

Terms and Conditions (E5150005):-

ANNEXURE - 3

- 1) **Qualifying Requirement**- The Firm should have minimum 2 years of experience in liaising for coal procurement to large organizations. In support of this at least one copy of contract letter of such work/ Certificate from customer on their letter head, of not later than 5 years and not earlier than 1 months from date of this tender opening are to be enclosed.
OR
Agent should have participated in e-auctions of M/s Coal India Limited or any of its subsidiaries. In support of this firm is required to submit the copy of one allotment letter/ delivery order from CIL/Subsidiaries/ Forward auction service providers for a minimum quantity of 1000 MT or 2 allotment letters of minimum 500 MT each. Such letters should be not more than 5 years old from the tender opening date.
- 2) **Rate for service charges** must be quoted on per Metric Ton basis. Rates shall be FIRM for the entire contract period. The weight indicated in our SRV (Store Receipt Voucher) shall be considered for calculation / release of payment.
- 3) **Validity of the contract** shall be 2 years from the date of award of contract, considering 2 rake per year.
- 4) **The Payment term**: 100% payment after receipt and acceptance of coal at BHEL Jhansi. The payment shall be released only after successful completion of activities/ receipt of rake.
- 5) **Quantity**: As per FSA, allotment quantity of full rake is 3835 MT. We shall be doing this service contract for 2 years in which 4 rakes are expected to come. Hence, for 4 rakes the quantity considered is 15,340 MT.

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

ANNEXURE - 4

In consideration of the Bharat Heavy Electricals Limited ¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at.....(name of the Unit) having agreed to exempt (Name of the Vendor / Contractor / Supplier) having its registered office at _____ ² (hereinafter called the said Contractor which term includes supplier), from demand under the terms and conditions of the Contract reference No. _____ dated _____ ³ valued at Rs.....⁴ (Rupees -----
-----)⁴ (hereinafter called the said Contract) of Security Deposit for the due fulfilment by the said contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____ ⁵ (Rupees _____ only), we ____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank) at the request of _____ [Contractor(s)] do hereby undertake to pay to the Employer an amount not exceeding Rs. _____ in the event of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Contract.

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 Employer. 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 liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding 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 guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

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 Employer under or by virtue of the said Contract have been fully paid and its claim satisfied or discharged or till _____⁶ office/Department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) and also including the satisfactory performance of the equipment during guarantee period and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁷, we shall be discharged from all the liability under this guarantee thereafter.

We, _____ (indicate the name of the Bank) further agree with the Employer that the Employer 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 contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) 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 any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We,..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁸
- b) This Guarantee shall be valid up to⁹
- c) Unless the Bank is served a written claim or demand on or before _____¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Date _____ Day of _____
for _____ (indicate the name of the Bank) _____

(Signature of Authorised signatory)

* This date to be indicated should not be earlier than 60 days after the date contemplated under the contract.

¹ NAME AND ADDRESS OF THE EMPLOER. I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

⁸ BG AMOUNT IN FIGURES AND WORDS.

⁹ VALIDITY DATE

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD