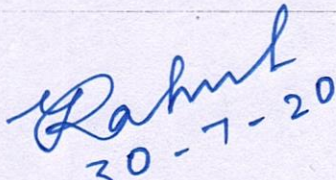
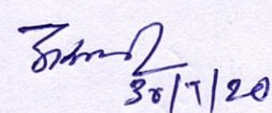
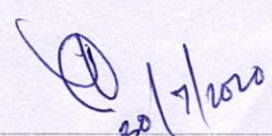


Tender Document for 2 Years TCMOU for Supply of STEAM COAL

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5	Annexure-V (Blank Price Bid)
6	Annexure-VI (Price Bid)

 30-7-20	 30/7/20	 30/7/20
Rahul Dy. Manager / CMM Prepared By	A K Verma SDGM / CMM Checked By	A P Samal AGM / CMM-H Approved By

Annexure-I for TCMOU Enquiry-E5109001

Special Terms & Conditions for Two Years TCMOU Enquiry

- 1) **General:** Offline Tenders are invited in Two Bid system for two years TCMOU for supply of STEAM COAL as per Specifications mentioned in Enquiry. The supplies against this TCMOU enquiry shall be subject to our General Terms and conditions of Enquiry and PO. In addition, the terms and conditions given under this annexure shall specifically apply to this enquiry.

Lot wise quantity and delivery schedule indicated in the enquiry sheet is tentative. Actual procurement will be carried out progressively as per requirement of BHEL against the TCMOU.

2) **Techno-Commercial MOU (TCMOU) Conditions:**

- Once finalized, Techno-Commercial MOU (TCMOU) shall be valid for 2 years from the date of approval for ordering and for further 3 months for deliveries.
- We can extend Techno-commercial MOU for further 3 months with mutual consent.
- Price bid is being called for **6000000 KG (i.e. 6000 MT)** quantity of Steam Coal with this Tender. For remaining quantity, BHEL will call price bids subsequently within a span of 2 years from the vendors with whom Techno-Commercial MOU will be done.
- The tender documents shall be made available on Supplier Information Portal of BHEL JHANSI under heading "Open Ended TCMOU" after finalization of TCMOU. If any vendor wants to supply steam coal to BHEL JHANSI under this Techno-Commercial MOU, they can submit their offer provided that all terms & condition of this TCMOU are accepted in TOTO and no deviation shall be acceptable. Based on their offer TCMOU will be entered with successful vendors. Thus this becomes a case of an Open Ended TCMOU.
- Price bids for subsequent lots shall be called only from those vendors with whom BHEL has entered in TCMOU on the date of calling price bids.

- 3) **Procedure for Bid submission:** Offline offer shall be submitted by the bidders through in two-part bid system.

Part-1 (Techno-Commercial Bid):

- Part-I of the bid shall contain complete techno-commercial offer.
- Duly filled and signed copy of Annexure-I, II, III, IV & V of Enquiry.
- Duly signed & sealed copy of PQR (Annexure-III) with authenticated copy of all supporting documents.
- Duly sealed and signed copy of Rev-3 of General Terms and Conditions (GTC) of Enquiry.
- Duly signed and stamped copy of Integrity Pact (Annexure-IV).
- Duly signed copy of Blank Price Bid (Annexure-V).

Tender Document, PQR, GTC and Supporting Documents to fulfil qualifying requirement should be submitted with Part-1 of bid. Before submitting documents, visibility and legibility of the document must be ensured.

Any deviation from techno-commercial terms and conditions of the enquiry are normally not acceptable and offer of the bidder is liable for rejection in case of any deviation.

Part-2 (Price Bid):

Sign of Authorized Signatory & Company's Seal:

Contact Detail) Name: **Cell No.:** **E-mail:**

Annexure-I for TCMOU Enquiry-E5109001

Price bids shall be submitted by bidders in Price Bid (Annexure-VI) format with Part-2 of bid. Price bid to be submitted without addition of any other terms & conditions and if the price bid is found to be conditional (e.g. minimum order quantity, slab rate, discount for quantity, different terms of payment etc.), BHEL has full right to bypass the offer. In price bid format, basic rate to be submitted for **6000000 KG (i.e. 6000 MT)** quantity of Coal on FOR BHEL JHANSI basis.

Alternatively (Reverse Auction): "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."

- 4) The bidder is informed that the Rev-3 of general terms & conditions of enquiry, which are upload at <https://jhs.bhel.com/apps/sip/index.php>, are to be read by the bidder before the submitting quote in the enquiry. BHEL shall construe the participant by the bidder in the enquiry as acceptance to the general terms & conditions of the enquiry.
- 5) **Pre-Qualification Criteria:** PQR criteria shall be as per Annexure-III. Offers of only those bidders will be considered who will meet the requirement of qualifying criteria (PQR). Any Deviation from the PQR shall be liable for rejection.
- 6) **Security deposit against TCMOU:** Bidder must furnish a security deposit of **Rs.20,000** against TCMOU along with the Techno-Commercial Bid in favour of 'BHARAT HEAVY ELECTRICALS LIMITED' through NEFT / RTGS into A/C of BHEL Jhansi having details as under:

Bank Name: SBI

A/C No.: 10670828866

IFS Code: SBIN0003807

A/C Holder Name: BHARAT HEAVY ELECTRICALS LIMITED

Receipt reference to be enclosed. Further, an email of Fund remitted in BHEL account is to be sent to email IDs: rlch@bhel.in, arunverma@bhel.in, jitendra.yadav@bhel.in & heda@bhel.in.

This security deposit shall remain valid for 2 years from the date of finalisation of TCMOU. This security deposit will be forfeited, if the successful bidder / vendor with whom TCMOU has been finalised, refuses to submit price bids for subsequent lots. Security deposit shall be refunded for unsuccessful bidders. This Security Deposit shall not carry any interest. Offers received without security deposit shall not be considered.

- 7) **Distribution for Price Bid Quantity:** Ordering of quantity for which Price Bid has been invited shall be split in the ratio of **70:30**.
- 8) **Quantity Tolerance:** Quantity tolerance of +/- 5% is allowed. No regularization for quantity shall be done in PO, if excess quantity is supplied beyond the plus 5% of total PO quantity. No payment shall be released for any quantity supplied in excess of 5%.
- 9) **Delivery Period:** Quoted delivery period should not be more than **8 weeks** from the date of LOI / PO. Thereafter monthly supply shall be as per requirement of BHEL and limited to the monthly supply capacity of supplier.

Sign of Authorized Signatory & Company's Seal:

Contact Detail) Name: **Cell No.:** **E-mail:**

Annexure-I for TCMOU Enquiry-E5109001

10) **Unloading of Coal at BHEL Jhansi:** Unloading of coal at BHEL Jhansi is to be arranged by vendor. Vendor has to quote basic cost of coal inclusive of charges of unloading of coal at BHEL Jhansi. In such cases BHEL will facilitate vendors to take permission from CISF at BHEL, Jhansi in advance on arrival of truck for the labour by name.

11) **Weight of Consignment:** Delivery of coal to be made by Trucks weighing NOT more than 40 MT in fully loaded condition (i.e. weight of (Truck + Coal) should not exceed 40 MT). Our weighing capacity is only up to 40 MT. If weight of any truck is more than 40 MT, BHEL has to depute a person for witness the weighing process, this results in delay / detention of trucks. On each violation of above conditions (gross weight more than 40 MT), **Rs.5000/Truck** shall be deducted from supplier's bills.

Please note that each truck shall be inspected at BHEL Jhansi for presence of any undesired substances like dust, moisture, stone, slate, etc. and as per IS norms. Unsatisfactory consignment may be rejected without further analysis.

12) **Delivery Terms:** Rates to be quoted on FOR BHEL JHANSI basis including Freight, Unloading, Insurance, Packing, Forwarding etc. in bidder's account.

13) **Inspection of Material:** Inspection shall be done after receipt of material at our store. During inspection if stones are found in coal, the concerned lot shall not be accepted and supplier has to take the rejected lot back at his own cost. BHEL may check the gross calorific value of supplied coal in BHEL's material test lab / in government approved test lab. Coal sample/s will be taken in presence of supplier & BHEL representative either at supplier's works or at BHEL, Jhansi.

A) If gross calorific value of tested sample/s is found below the required value, then available stock of corresponding lot will be returned back to the supplier or will be used with deduction as deemed fit by BHEL for that particular lot.

B) If returned, supplier has to take rejected lot back at his own cost.

14) **Replacement of Rejected Goods:** Final inspection for acceptance of quality shall be at BHEL's works after receipt of material and results shall be binding on the suppliers. In case of rejection due to non-compliance to agreed specification and for the reasons attributable to the vendor, the materials shall be replaced by vendor free of charge on "FOR BHEL works basis" including interlay cost elements such as total transportation, insurance and other taxes / levies etc. as applicable. The rejected goods shall be subsequently returned to the vendor at his cost.

15) **Control of TCMOU by Quantity:** TCMOU shall be controlled by quantity.

16) **Validity of TCMOU:** TCMOU shall be valid for **two years** for ordering and supply up to three months thereafter.

17) **Short Closure of TCMOU:** BHEL shall reserve the right to short close the TCMOU at any time due to sudden slump in market prices, poor performance rating, quality related issued or diminishing of demand.

18) **Validity of Offer:** Offer shall be valid for a period of 120 days from the date of techno-commercial bid opening date.

Sign of Authorized Signatory & Company's Seal:

Contact Detail) Name: **Cell No.:** **E-mail:**

Annexure-I for TCMOU Enquiry-E5109001

- 19) **Integrity Pact (IP):** IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL. The IP (**Annexure-IV**) as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification. Details of IEM for this tender is furnished below:

i)	Shri Arun Chandra Verma, IPS (Retd.) Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.) Ph: +918130386387, Email: acverma1@gmail.com
ii)	Shri Virendra Bahadur Singh, IPS (Retd.) H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010 Ph: +918853760730/ 9818377360, Email: vbsinghips@gmail.com

Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

Note:

No routine correspondence shall be addressed to the IEM (phone / post / email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department.

- 20) **For all clarifications / issues related to the tender, please contact:**

Name:	RAHUL (Dy. Manager)	Arun Kumar Verma (Sr. DGM)
Department:	Central Material Management	Central Material Management
Address:	BHEL Jhansi	BHEL Jhansi
Phone: (Landline / Mobile)	0510-241-2719 / 9616500053	0510-241-2460 / 9795634688
Email:	rlch@bhel.in	arunverma@bhel.in

Sign of Authorized Signatory & Company's Seal:

Contact Detail) Name: Cell No.: E-mail: