

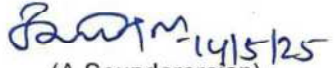
BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI - 620014
HRM – CANTEENS

NOTICE INVITING TENDER

1	Tender Ref No	BHEL:HRM:CANT:SFOIL:TENDER:MAY 2025 dt 14/05/2025	
2	Tender Type	Two Part bid	
3	Supply of Material	Refined Sunflower Oil	
4	Approximate Qty. required.	10,000 litres	
5	Delivery Location	BHEL - Trichy	
6	Delivery schedule	Within 5 days from the date of issue of PO	
7	Contents of Tender Document	A] Terms and conditions ANNEX-1A (Instruction to Tenderer) ANNEX -1B (General Terms and Conditions) ANNEX -1C (Technical Terms & Conditions) ANNEX – 1D (Vendor Qualifying Criteria) B] Tech & Price Bid ANNEX –2 (Technical commercial bid) ANNEX –3 (Price bid)	Pages 03 13 01 01 Pages 02 01
8	Address for submission of offer	The Tender Opening Cell / MM, Room No: 26, Ground Floor, Building – 24, Bharat Heavy Electricals Limited, Trichy – 620 014	
9	Contact details for queries related to tender	A Soundararajan, Engineer (HR – Canteen) 0431-2577327; e-mail: sound@bhel.in	
10	Due date for submission of offer	04/06/2025 at 14:00 Hrs	
11	Technical Bid opening schedule	04/06/2025 at 14:30 Hrs	
12	Price Bid Opening schedule	Will be intimated separately to Technically qualified vendors	

Thanking you,

Yours faithfully,
For BHARAT HEAVY ELECTRICALS LIMITED,


 (A Soundararajan)
 Engineer (HR – Canteen)

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INSTRUCTIONS TO THE TENDERER

1. Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.

2. Submission of Tender

- I. The tenderers must submit their tenders at The Tender Opening Cell / MM, Room No: 26, Ground Floor, Building – 24, Bharat Heavy Electricals Limited, Trichy – 620014.
- II. **The First cover** shall contain Technical bid and shall be sealed and super scribed as Technical Bid for NIT/Enquiry No. and name of the supply.
- III. **The second cover** shall contain only Price bid for the above supply and to be quoted as per the format given in price bid. Any other information in price bid will not be considered. The envelope shall be sealed and super scribed as Price Bid for NIT / Enquiry No and name of supply.
- IV. All the above Two covers shall be kept into one cover, sealed and super scribed as Tender Document for the supply as per NIT (NIT/Enquiry No. and name of the work).
- V. These documents should be sent either by Registered post / Speed Post / courier / in person. **Bidders are requested to avoid submission of offers through e mail / fax. In case of any unavoidable situation, offers shall be sent through email to the following mail ID only (tender_cell@bhel.in) with Tender Reference Number as Subject in Mail. BHEL will not be liable for any delays due to network or server issues.**

3. Language

- I. The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words.
 - II. All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.
4. During opening of price bids, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.
 5. The rates in the Tender shall be kept open for acceptance for a minimum period of **ONE MONTH** from latest due date of offer submission (including extension, if any). In case BHEL (Bharat Heavy Electricals Ltd) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

6. Rejection of Tender and other conditions

The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender nor any tender and reserves to itself full rights for the following without assigning any reasons whatsoever: -

- a) To reject any or all of the tenders.
- b) To split up the supply amongst two or more tenderers as per NIT.

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- c) To award the supply in part if specified in NIT.
 - d) In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.
 - e) If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender.
 - f) Any deviation to terms & conditions and schedules of this tender.
 - g) Any pre conditions along with offer.
7. In the event of the organization (Proprietorship/Partnership/Company) undergoing any change of name or reconstitution, prior intimation of the same shall be given to BHEL. Upon such changes coming into effect, the same is to be intimated to BHEL immediately with supporting documents as applicable
 8. The tenderer may quote a fixed rate for the supply. The quoted rate must include all costs such as transport, handling, packing, gunny bag cost, profit margin, GST, and any other applicable taxes, as well as delivery to the BHEL Canteen Stores. The quoted price will remain valid and firm for the entire month.
 9. Tenderer who have been suspended or black listed or issued with "Show Cause Notice" by BHEL, Tiruchirappalli - 620014 or any other unit of BHEL or Government organizations will not be allowed to participate in the tender and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender if it is found that some of the parties are black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
 - 10. Tender shall be submitted on or before the scheduled dates and time in the letter head of the firm/company as per the model format given by us. Also Technical bid & Price bid not signed and stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of bid. Every page of bid shall be signed and stamped by the authorized signatory of the bidder.**
 11. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
 12. Canvassing in any form in connection with tender is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
 13. The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this supply.
 14. Tender can be cancelled at any stage due to unavoidable circumstances.
 15. Bidder are advised not to wait till last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with Road Traffic or due to any other conditions.
 - 16. All future communications / corrigendum related to this tender if any would be posted in BHEL Website / Central Public Procurement Portal only. Tenderers are advised to visit regularly BHEL Website / Central Public Procurement Portal for all future communications / Corrigendum.**
 17. All entries in the Tender documents should be in one ink. Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. All overwriting/cutting, etc will be numbered by bid opening officials and announced during bid opening. In the event of any Technical or Commercial queries, the same may please be addressed to the following BHEL concerned before Part I opening-

A.Soundararajan, Engineer (HR – Canteen)
 Email id – sound@bhel.in
 Ph.No – 0431-2577327

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18. In case of any difference in the amount written in figures and the amount written in words, then the amount written in words will be treated as the amount quoted.
19. Bidder has to quote as per the price bid format. Price bid quoting in any other format will not be accepted and will be rejected.
20. Tender bid will be opened at Tender Opening Cell/MM in the presence of available tenderers. In case the tenderer would like to depute a representative, suitable authorization letter should be sent along with representative at the time of tender opening. More than one representative will not be permitted at any case.
21. The tenderer should possess the correct address of the Firm / Shop, all requisite licenses, Tax Certificates, Registration Documents, etc., for supplying the materials.
22. Maximum of 5% supply deviation from the PO qty will be given. However, payment will be made for the actual receipt only.
23. Offer submitted late beyond the due date & time will be summarily rejected. Submitting more than One (1) type of sample also summarily rejected.
24. After opening of the tender, the tenderer is not entitled to recall his offer or modify the terms and conditions thereof.

Note

BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines including Guidelines for suspension of Business Dealings, without any liability for any compensation to the bidder if, BHEL discovers at any time that any statement made by the bidder is false, fraudulent

Or

Any document submitted by the bidder was fake and forged

Or

If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.

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General Terms and Conditions**1. Delivery Instructions**

- I. Supply of materials to BHEL, Trichy, Tamilnadu, on F.O.R. destination basis and unloading of materials at destination shall be supplier's scope.
- II. Delivery is to be made at Stores/19 Canteen, BHEL, Trichy, Tamil Nadu – 620014.
- III. The supplier must report to the Main Gate, BHEL, Trichy at 8:30 AM on the scheduled date. Deliveries will not be permitted on Sundays or holidays.
- IV. Materials must be delivered in standard carton box or food grade plastic packing or jute gunny bags.
- V. Materials will be weighed using the weigh scale / weigh bridge available at BHEL. The actual weight will be calculated after deducting the weight of packaging materials.
- VI. **Deliveries made using four wheelers must include a cleaner with proper ID proof. Four wheelers without a cleaner will not be permitted. All unloading personnel must also have valid ID proof for factory entry.**
- VII. Each delivery must be accompanied by a Delivery Challan / Invoice in quadruplicate.
- VIII. For any delivery related queries, Contact 0431-2571102, 2571124.
- IX. Delivery should be made as per PO. Any excess materials brought inside the Stores will not be returned under any circumstances.
- X. **The supplier is responsible for arranging their own transportation and unloading workforce for delivery to the stores.** Upon delivery, the supplier must unload the materials and weigh each bag using the electronic balance at store and store the materials inside the store room. The supply of materials will be deemed complete only after these steps have been fulfilled.
- XI. All materials will be subject to inspection at the time of delivery for quality, quantity, and compliance with the PO specifications. Any material that does not meet the specifications will be rejected and must be taken back by the supplier at their own expense.
- XII. The supplier must provide **advance intimation (minimum 24 hours)** about the vehicle details, including registration number, driver name, and expected time of arrival, for gate pass preparation and smooth entry.
- XIII. Vehicles entering the BHEL premises must carry the following valid documents:
 - a) Vehicle Registration Certificate (RC).
 - b) Driver's License (valid and appropriate for the vehicle type).
 - c) Vehicle Insurance Certificate (current and valid).
 - d) Pollution Under Control (PUC) Certificate.
 - e) Fitness Certificate for commercial vehicles, if applicable.

Vehicles without valid documentation will not be allowed entry under any circumstances.

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2. Taxes & Duties

2.1 The Supplier/Vendor shall pay all taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit along with the applicable overheads @5% and interest on the total value (i. e. amount paid by BHEL + overhead).

However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.

2.2 GST (Goods and Services Tax)

2.2.1 GST as applicable on output supply (goods/services) are included in Supplier/Vendor's scope; therefore, contractor's price/rates shall be inclusive of GST. BHEL shall have the right to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.

2.2.2 Supplier/Vendor has to submit GST registration certificate of the concerned state. Supplier/Vendor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.

2.2.3 Supplier/Vendor has to issue Invoice/Debit Note/Credit Note indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.

2.2.4 Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from Supplier/Vendor's bill or otherwise as deemed fit.

2.2.5 Supplier/Vendor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permits, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.

2.2.6 Supplier/Vendor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of Supplier/Vendor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.

2.2.7 In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Supplier/Vendor's due payment.

2.2.8 Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Supplier/Vendor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Supplier/Vendor.

2.2.9 In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the Supplier/Vendor.

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2.2.10 Variation in Taxes & Duties:

Any upward / downward variation in GST shall not be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL.

In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall not be reimbursed by BHEL.

3. Supply Completion

The supplier shall supply the materials within 5 days from the date of issue of PO. In the event of any defective materials being supplied, the supplier is required to replace the defective materials within 2 days from the date of notice. **Failure to deliver the materials as per the above schedule or replace the defective materials within the stipulated time frame will be considered as breach of contract and appropriate action may be taken by BHEL as per the terms and conditions of this tender.**

NOTE:

a) If the delivery of supply as detailed above gets delayed beyond the delivery period, the Supplier/Vendor shall request for a delivery extension and BHEL at its discretion may extend the Contract. However, if any 'Delivery extension' is granted to the Supplier/Vendor for completion of supply, due to backlog attributable to the Supplier/Vendor, then it shall be without prejudice to the rights of BHEL to impose LD for the delays attributable to the Supplier/Vendor.

b) In case BHEL increase the quantity during currency of the contract in line with quantity variation clause, delivery extension on pro-rata basis shall be given for supply of these additional quantity.

4. Transit Insurance:

Transit Insurance of material is the sole responsibility of the Supplier/Vendor. Supplier/Vendor shall insure the material at their own cost for transportation to the delivery location specified in the tender. Any loss or damage to the materials during transit will be borne by the supplier/vendor, and it is their responsibility to recover claims from the insurance provider.

5. Quantity Variation Clause:

BHEL does not guarantee any minimum quantity for the materials specified in the tender. The quantities given in the tender are tentative and subject to change. The quantity of individual BOQ items(s) may vary up to +100% of the original quantity specified in the tender. No additional compensation will be payable to the supplier/vendor for such variations within these limits. If there is an increase in the quantity beyond the specified variation limit during the contract period, the supplier/vendor may request a delivery extension on a pro-rata basis as per the terms mentioned in the contract.

6. Normally PO will be issued through email registered with us / mentioned in the techno commercial bid. Delivery should be made as per PO, any excess materials brought inside the Stores will not be returned at any cost.

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7. In case the lowest priced item does not meet the specifications of the tender, BHEL reserves the right not to consider the same

8. PAYMENT TERMS:

- a) The payment for the supply shall typically be made on 45th day from the date of completion of supply. However, the time line for payment may vary up to ± 10 days depending of operational requirement. The payment will be made exclusively through EFT mode (Electronic Fund Transfer). In exceptional cases where EFT is operationally difficult, payments may be processed through alternate modes, subject to written approval by the contract executing department.

b) NO INTEREST PAYABLE TO CONTRACTOR

Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL. etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.

9. BREACH OF CONTRACT, REMEDIES AND TERMINATION.

9.1 The following shall amount to breach of contract:

- i. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.
- ii. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.
- iii. The Supplier/Vendor delivers equipment/ material not of the contracted quality.
- iv. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.
- v. Withdrawal from or abandonment of the supply by the Supplier/Vendor before completion as per contract.
- vi. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- vii. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.
- viii. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.
- ix. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.

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- x. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.

Note—Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 2 days.

In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.

9.2 Remedies in case of Breach of Contract.

- i. Wherein the period as stipulated in the notice issued under clause 9.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.
- ii. Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.
- iii. Wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:
- iv. In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.
- v. If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:
 - a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.
 - b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.
- vi. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.



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- vii. It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.
- viii. In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

Note:

The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance supply. The defaulting contractor shall mean and include:

(a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.

(b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.

10. These general terms and conditions shall be applicable for the bids, however BHEL reserve rights to add, cancel or modify the same at any time without assigning reasons.

11. BHEL reserves the right to

- I. Increase or decrease the tendered quantity.
- II. Cancel the tender enquiry at any stage or cancel the contract at any time during the execution of contract without assigning any reason.
- III. Negotiate or re-float the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons. The decision of BHEL in awarding the contract is final and BHEL reserves the right to reject any or all tenders without assigning any reasons.
- IV. In case more than one bidder happens to occupy L-1 status, effective L1 will be decided by soliciting discounts from the respective L1 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 L-1 bidders or their representatives. Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

12. Settlement of dispute.

If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.

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If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 12.1

12.1 Conciliation

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com)).

Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

12.2 ARBITRATION:

12.2.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 21.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution (to be identified by the contract issuing agency (eg. "IIAC" (India International Arbitration Centre) for Delhi/NCR offices) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

12.2.2 A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.



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- 12.2.3 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions, Trichy and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- 12.2.4 The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
- 12.2.5 The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be at Trichy.
- 12.2.6 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Trichy.
- 12.2.7 Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.
- 12.2.8 It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.
- 12.2.9 In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.
- 12.2.10 In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 12.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

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12.3 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.

13. Force Majeure

13.1 "Force Majeure" shall mean circumstance which is:

- a) beyond control of either of the parties to contract,
- b) either of the parties could not reasonably have provided against the event before entering into the contract,
- c) having arisen, either of the parties could not reasonably have avoided or overcome, and
- d) is not substantially attributable to either of the parties

And

Prevents the performance of the contract,

Such circumstances include but shall not be limited to:

- i. War, hostilities, invasion, act of foreign enemies.
 - ii. Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.
 - iii. Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.
 - iv. Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.
 - v. Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.
 - vi. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.
 - vii. Epidemic, pandemic etc.
- a. The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.

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13.3 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.

13.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.

13.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not

- i) Constitute a default or breach of the Contract.
- ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

13.6 BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.

14. Liquidate Damages

Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the contractor agrees to pay in the event of delay in delivery of stores, installation, commissioning, breach of contract etc. as the case may be.

Liquidated Damages leviable upon the contractor is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/breach on the part of the contractor.

Liquidated Damages shall be calculated in the manner stipulated hereinafter:

In case the supply is not completed within the stipulated time period, BHEL at its discretion may grant provisional time extension to contractor for the sole purpose of completion of balance supply keeping its right reserved under the contract and law.

Grant of any provisional time extension shall by no means be considered as waiver of BHEL rights under the contract or law.

After the completion of supply, duly certified by Engineer Incharge, a comprehensive delay analysis shall be carried out to ascertain the attribution of delays in the provisional time extensions granted to contractor.

- a) Delays solely attributable to contractor
- b) Delays attributable to BHEL
- c) Delays on account of Force Majeure (as specified elsewhere in the contract)

The total period under the final time extension shall be equal to the period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed/ levied for the portion of time. extensions solely attributable to contractor and recoverable from the dues payable to the contractor.

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For the periods, wherein the delay as per the comprehensive delay analysis carried out is solely attributable to contractor, BHEL shall have the right to impose Liquidated Damage at the rate of 0.5% of the Purchase order value per day will be levied, subject to a maximum of 10% of the Purchase order value.

15. Cartel Formation:

The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

16. Fraud prevention policy:

- Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- Fraud Prevention Policy and List of Nodal officers shall be hosted on BHEL Website, Vendor Portals of Units/Regions intranet.

17. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 (Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage:

http://www.bhel.com/vender_registration/vender.php

18. SPECIAL PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSE) BIDDERS REGISTERED AS PER MSME ACT:

- I. 25% of the tendered quantity is earmarked for MSE suppliers (Manufacturers Only) as per the latest MSE guidelines.

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- II. If L1 is MSE vendor, total tendered value shall be awarded to L1 vendor.
- III. If L1 is Non-MSE vendor, in case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared equally.
- IV. In case of none of the MSE vendor participates or none of the eligible MSE vendor accept the L1 price, total quantity will be ordered on L1 Non-MSE vendor.
- V. For availing MSE benefit, MSE vendor under manufacturer for tendered items should submit copy of Udyam Registration number along with Technical bid.
- VI. Non submission of Udyam Registration number will lead to consideration of their bids at par with other bidders and No benefits shall be applicable for the enquiry if any deficiency in the above required documents is not submitted before the price bid opening. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.
- VII. Non submission of such documents will lead to consideration of their bids at par with other bidders and no benefits shall be applicable for the enquiry if any deficiency in the above required documents are not submitted before the price bid opening. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.
- VIII. In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the bidder as per the procurement policy of BHEL.

19. Conflict of interest

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of procuring entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a. they have controlling partner (s) in common; or
- b. they receive or have received any direct or indirect subsidy / financial stake from any of them; or
- c. they have the same legal representative/agent for purposes of this bid; or
- d. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- e. Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components / sub-assembly / assemblies from one bidding manufacturer in more than one bid; or

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- f. In cases of agent quoting in offshore procurement, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 - (1) The principal manufacturer directly or through one Indian agent on his behalf; and
 - (2) Indian/foreign agent on behalf of only one principal;
- g. A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- h. In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidder must proactively declare such sister / common business / management units in same / similar line of business.



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Technical Terms and Conditions

1. **Following brands only accepted for the Supply of Refined Sunflower oil.**
Sun Drop, Dhara, Ruchi's Nutrala, Gold Winner, Fortune, Aachi, Dr.Gold, Mr.Gold, Goldensun, Sunfresh, Sun Pure, Porna & Gold1.
2. **Supply to be made in 5 litres jerry can / packing only.**
3. Successful bidder shall supply items/goods with good quality. Further items/goods supplied shall always comply with the standards prescribed under Prevention of Food Adulteration Rules 1955 or by other accredited governmental agency.
4. If bidder fails to supply entire items/goods as per clause 3, even if part of the supplied items/goods suffers from defect, upon notice by BHEL, full quantity shall be replaced by the successful Bidder immediately and shall take back rejected items from stores at his own cost.
5. **Supply of sunflower oil must be from the accepted brands which are available in Technical terms and conditions and brand name should be mentioned in the Technical bid. Non availability of brand name in the Technical bid will lead to rejection of offer. Also offer will be rejected if the supplier submits the bid for other than the accepted brands. Supply of Sunflower oil should be in 5 litres jerry can / Food Grade Plastic can only. Technical Bid without brand will be summarily rejected.**
6. The actual weight of sunflower oil will be calculated by subtracting the weight of empty cans, carton boxes, and any other packaging materials. The actual weight of the sunflower oil will then be converted into litres using the appropriate density calculation. A maximum weight shortage tolerance of 0.25% will be accepted for the supply. No payment will be deducted for this weight shortage. The total number of 5-liter cans supplied must correspond with the invoice quantity to ensure accuracy in billing.
7. Supplied items/goods should be in accordance with norms of Food Safety (FSSAI) act. If any deficiency is found by the food safety inspector, the supplier is fully responsible for the consequences.
8. During the currency of the contract, if needed BHEL may select samples at random from the supplied items by the successful Bidder for testing the conformity of the supply with the standards specified in the Prevention of Food Adulteration Rules 1955 by the Central Food Technological Research Institute (CFTRI), Mysore.
9. In the event of the CFTRI, Mysore or NABL accredited lab certifying that the sample is NOT CONFORMING with the standards of Prevention of Food Adulteration Rules 1955, the unused items/goods will be returned to the Bidder. In such a case the rate for the already used will not be paid at the discretion of BHEL.
10. Moreover, any bidder failing in the quality test by CFTRI, Mysore or NABL accredited lab more than once during their supply, will stand debarred from participating in any tender as per the prevailing BHEL policy.

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Ref - BHEL:HRM:CANT:SFOIL:TENDER:MAY 2025

Date: 14/05/2025

Annexure – 1D

Vendor qualifying Criteria:-

1. All pages of this tender documents (for having accepted all the terms and conditions) and supporting documents shall be duly signed, stamped and Submitted as technical bid. Documents not signed and stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of bid.
2. The Bidder must possess PANCARD, GST & FSSAI certificate (must be valid as on the date of opening of technical bid). Copy of the above documents to be submitted along with the technical bid.
3. The Bidder should have supplied Refined Sunflower Oil or similar Category (cooking oil) minimum of 2000 ltrs (cumulative qty. irrespective of No.of supplies) in at least one financial quarter, on or after 01/04/2020 to any organisation / institution / Factory / Company / etc (Proof to be attached like copy of PO / WO along with proof for supply completion like Supply receipt acknowledgement from the buyer / proof for receipt of payment as the case may be for the supply made other than BHEL/Trichy. For the supply made to BHEL/Trichy, PO copies to be attached).

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PART – 1 (Techno Commercial Bid)**A. Bidders Profile**

1.	Name of the Enterprise/ Company/ Firm.	
2.	Name of Directors / Partners / proprietor of Enterprise/ Company/ Firm	
3.	Registered Address of Enterprise/ Company/ Firm	
4.	Contact Details: Landline /Mobile number.	
5.	E-mail Address for communication w.r.t tender / award of work/ Issue of PO	
6.	Name and Contact details of person for communication related to Tender	
7.	MSE Status	MSE Bidder / Non MSE Bidder
8.	Udyam Registration Number (Applicable for MSE bidders only and copy of Udyam Registration Number should be enclosed)	

B. Pre- qualification Criteria: Status of firm

1	Status of the Enterprise / Company / Firm (Sole Proprietorship or Partnership or Private Limited or etc) (Vendor to provide the details and copy of document in support of above)	Status: Reg. No: Reg. Date:
Following documents may be submitted based on status of Enterprise/ Company/ Firm.		
1.1	Sole Proprietorship	Trade License / GST registration / Auditor's letter
1.2	Partnership	Registered Partnership Deed, GST registration & PAN Card of Partners
1.3	Private Limited Company / Public Limited Company / Public Sector / Govt. Org	Certificate of Registration/Memorandum of Association, Articles of Association & CIN registration details.
1.4	Others	Valid document.


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C. Pre- qualification Criteria: Supply Experience

1	The Bidder should have supplied Refined Sunflower Oil or similar Category (cooking oil) minimum of 2000 ltrs (cumulative qty. irrespective of No.of supplies) in at least one financial quarter, on or after 01/04/2020 to any organisation / institution / Factory / Company / etc. (Proof to be attached).	Enclosed / Not Enclosed
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D. Pre- qualification Criteria: Statutory requirements & acceptance to Tender terms & conditions

1	Income Tax Registration (PAN) (Documentary evidence to be enclosed)	PAN: Enclosed / Not Enclosed
2	Goods and Service Tax (GST) Registration (If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer)	GST No: Enclosed / Not Enclosed
3	FSSAI Certificate (must be valid as on the date of opening of Technical bid)	FSSAI No: Valid upto: Enclosed / Not Enclosed
4	Brand Name
BHEL reserves the right to verify the information provided by the Vendor. In case the information provided by vendor is found to be false / incorrect, the offer shall be rejected.		

We are accepting all the terms and conditions of this BHEL tender without any deviation.

List of accepted brand lists are as follows.

Sun Drop, Dhara, Ruchi's Nutrala, Gold Winner, Fortune, Aachi, Dr.Gold, Mr.Gold, Goldensun, Sunfresh, Sunpure, Porna & Gold1

Tenderer Signature and Seal



FORMAT FOR PRICE BID

(Following points to be typed in your letter head)

Date : _____

In response to the tender Ref - BHEL:HRM:CANT:SFOIL:TENDER:MAY 2025
Date: 14/05/2025, we are pleased to offer the following rate for supply of refined sunflower oil.

Description	Rate Per litre in Fig (Rs)	Rate per litre in Words (Rs)
Refined Sunflower Oil	Rs. _____ per litre	Rs. _____ per litre

We are accepting all the terms and conditions of this BHEL tender without any deviation.

Signature of the Bidder and seal of the firm

Joy