



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI 620014
HRM - CANTEENS

Ref No - BHEL:HRM:CANT:MILK:TENDER:2024-25
 To

Date: 01/06/2024

Sub: Tender for supply of **COW MILK (HOMOGENIZED and STANDARDISED** with a minimum of **4.5% MILK FAT and 8.5% MILK SOILDS-NOT-FAT)** to BHEL Canteens for a period of **ONE YEAR** from **the date of award of contract** - Regarding.

 We require approximately **1100 Ltrs of Homogenized and Standardized Cow Milk per day (approx.)** with a minimum of 4.5% Milk Fat and 8.5% Milk solids - Not-Fat at competitive firm rate (***PVC applicable, Refer point no:5 under Special terms & conditions**) for BHEL canteens. **Required quantity may vary based on our actual requirement and Quantity mentioned in the purchase order shall be final.** We have enclosed necessary tender documents towards the same. We request you to quote your most competitive firm rate valid for one year for the supply of Milk to BHEL Canteens. The supply should be as per the indented quantity and normally the supply should be made twice (Morning at 4.30 AM (L1 supplier) & Moring at 11.30AM (L1 rate accepted supplier)) daily unless otherwise mentioned in the indent. Requirement of Sunday or holiday will be ordered on L1 rate accepted supplier (**Pls. refer General terms & conditions, clause – 30.1 for ordering**)

Tender will be in two part bid basis. Please note that Tender documents and necessary supporting documents to be signed and sealed by authorised person and to be submitted along with Technical bid. Technical bid & Price bid should be kept separately in a wax sealed covers and both the covers should be kept in a common cover sealed with wax super scribing the enquiry ref no, date and description and addressed to The Tender Opening Cell / MM, Room No: 26, Ground Floor, Building 24, Bharat Heavy Electricals Limited, Trichy – 620 014 **on or before 14:00 Hrs on 22/06/2024** thro Registered Post / Courier / Speed Post and also in person. **Technical bid will be opened on 22/06/2024 at 14:30 Hrs.** The technical bids which are found acceptable alone after evaluation will be considered for Price bid opening and Price bid opening schedule will be intimated later to the qualified vendors through email indicated in your technical bid. **BHEL may place order on the lowest quoted vendor and the rate is firm (PVC applicable) and valid for a period of one year.**

Before quoting we request the tenderers to go through the enclosed terms & conditions and abide all the conditions without fail. Tenderers who do not comply with any of the stipulated conditions will not be considered and their offer will be summarily rejected.

Kindly note that Price bid should be followed by the below mentioned quote and duly signed under.

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

In the absence of the above statement, BHEL will presume that all terms and conditions of this tender are accepted by the vendor.

Thanking you,

Yours faithfully,
 For BHARAT HEAVY ELECTRICALS LIMITED,


 01/06/24
 (A Soundararajan)
 Engineer (HR – Canteen)

(Note: *PVC = Price Variation Clause)

Tenderer Signature & Seal

INSTRUCTIONS TO THE TENDERER

- (1) Any deviation to this tender terms & conditions and schedules of this tender will lead to total rejection of the offer submitted.
- (2) 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 of India will not be allowed to participate 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.
- (3) Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once seek clarification with the authority inviting the tender through email well before the due date, so as to submit the tender in time. No extension of time shall be given for submission of the tender on any account.
- (4) Rates should be quoted as per Price Bid Format only and the Rate quoted is inclusive of GST, other Taxes if any, Transportation, Loading, Unloading, etc. No additional claim will be allowed. Rates quoted in any other form will not be accepted and will be rejected.
- (5) **The tender documents must be signed by authorized person on behalf of the Firm concerned.**
- (6) If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, BHEL will reject such tender at any stage.
- (7) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- (8) Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- (9) The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- (10) **Tenderer shall sign and affix the seal in each page of the tender documents and submit the same along with Technical Bid for having accepted the terms and conditions. In case of corrigendum issued to the tender (other than extension of tender opening schedule), corrigendum shall also to be signed and seal affixed by tenderer and to be submitted along with Technical bid. All the supporting documents must be self-attested by tenderer.**
- (11) Tender may be cancelled at any stage due to unavoidable circumstances.
- (12) Bidder are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with Road Traffic or any other condition.
- (13) **Corrigendum related to this tender if any will be published in BHEL Website and Central Public Procurement Portal only. Tenderers are advised to regularly visit both BHEL Website and Central Public Procurement Portal for corrigendum.**
- (14) **Price bid shall be valid up to Three months from the date of Tender opening.**
- (15) **BHEL does not guarantee any minimum quantity.**

**Tenderer Signature & Seal**

GENERAL TERMS & CONDITIONS

1. Tender should be submitted in Two Parts viz, a) technical bid (enclosing duly signed tender documents & necessary supporting documents along with copy of Test report) and b) price bid (Firm rate for one year) in separate covers sealed with wax and both the covers should be kept in a common cover sealed with wax super scribed with the Enquiry No, Date and description on the top of the cover and addressed to The Tender Opening Cell/MM, Room No:26, Building – 24, Ground Floor, Bharat Heavy Electricals Ltd., Trichy - 620 014 well in advance before the tender submission date as indicated in the Tender Enquiry. These documents should be sent either by Registered post / Speed Post / courier / in person.
2. Tenderer should affix their official seal and signature in all the tender documents and the necessary supporting documents. The subject matter in the price bid must be duly typed in your letter head, legibly signed and also affixed with official seal.
3. 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 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.**
4. **Bids received after the scheduled date and time will not be considered.** The tender will be opened on the scheduled dates and time as stated in our covering letter. 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.
5. **Besides, the tenderer has to obtain a fresh test report in the name of the tenderer from CFTRI, Mysore or any one of the NABL accredited food testing laboratory about the quality standards of the milk (Fat & SNF) and duly attach the copy of test report along with the Technical Bid. The tenderer who fails to submit the laboratory test report along with Technical Bid, Price bid will not be considered for further process. In case, FAT & SNF are not as per standards specified in the tender, their Price Bid will also be disqualified. Date of collection of sample and Date of issuance of test report must be on or after 01/04/2024. Also Proof for NABL accreditation of Lab to be provided for the labs tested other than CFTRI, Mysore along with their Technical Bid.**
6. After opening the technical bid, technical documents will be verified and technical bids found acceptable alone will be considered for the price bid opening and price bids of technically qualified vendors will be opened after getting approval from competent authority and the decision of results made by BHEL, Trichy is final & binding on the tenderer. No claim shall be entertained.
7. As and when needed, BHEL will select sample at random from the supplied quantity of Milk by the successful Tenderer to BHEL Canteens for testing the conformity of the supply with the standards specified in the "Prevention of Food Adulteration Rules 1955 by CFTRI, Mysore or NABL accredited food testing laboratory and also as per the specifications mentioned in the tender. If the quality or specification is not as per the standards specified in the tender, payment will be proportionately deducted (4.5% Fat & 8.5% SNF = 100% payment at the rate of 50% weightage for each). Also in case of such repetitions of deficiency in quality during the contract period, the annual tender will be cancelled at the third occasion and suitable action will be initiated as per extant Policy guidelines of BHEL. The defective milk will not be returned to the Tenderer.
8. **During the contract period quality test have to be conducted mandatorily once in a 3 month (i.e, Aug-24, Nov-24, Feb-25 & May-25). Vendor is required to send their Milk for quality test to CFTRI, Mysore or any one of the NABL accredited food testing laboratory and copy of the test report to be submitted to BHEL. In case of failure of submission of test report will be considered as contract has been breached.**

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9. The successful tenderer shall daily report at 4.30 AM in the morning and 11.30 AM in the afternoon and complete the delivery of Milk at the respective canteens on the scheduled date as per quantity ordered. **Supply timing may get change as per BHEL requirement.** Delivery Challan should be produced along with the daily supply.
10. The successful tenderer shall also arrange his own **INSULATED VEHICLE** and load men to unload the entire quantity of Milk at the respective canteens receipt area, measure each can, keep the cans inside the Cold Storage room and get the Delivery Challan duly signed by the Canteen Officials. The process of Milk delivery to BHEL Canteens is said to be completed if the above activities are completed.
11. It shall be the responsibility of the successful tenderer to measure the Milk quantity properly and count the cans also prior to loading them at their loading point for supply to BHEL Canteens / Stores. Delivery Challan in duplicate should accompany the supply and the same is to be affixed with the Security "permitted in" seal at the Security Entrance Gate. **Any excess materials brought inside the canteen will not be returned at any cost.**
12. The supply should be made in standard Food grade materials (Stainless Steel Cans / Aluminium Cans / Food grade Plastic Cans of 40 Litres Capacity only). The can should be properly closed with SS / Aluminium / Plastic Lids and with Lead / Plastic seal on it. At any point of time no Supplier should take other supplier's Cans.
13. The ordered quantity will have to be delivered daily at various places of BHEL Canteens namely 18 (SSTP), 19, 24, 11 (Unit – II) and 58 Canteens.
14. The 40 Litre Cans used by the supplier should be painted in a distinctive colour with the incorporation of tenderer's name to identify the owner amidst more than one supplier.
15. The daily requirement of milk supply will be consolidated and purchase order issued once in a month. Daily requirement may vary based on consumption. However, any change in requirement of quantity, the requirement will be informed over telephone or email.
16. If the supply is found to be defective before consumption, the full quantity is to be replaced by the successful tenderer within two hours. The rejected quantity of Milk will not be returned and will be disposed by BHEL.
17. **In the event of failure in supply of Milk or the replacement in time, which will be considered as contract has been breached.**
18. **Breach of contract, Remedies and Termination**

In case of breach of contract, 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:

- a. from dues available in the form of Bills payable to defaulted supplier against the same contract.
- b. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit
- c. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.
- d. In case Vendor fails to fulfil any of the specified terms and conditions of PO / contract then, the PO/Contract shall be cancelled / short closed and appropriate cost shall be deducted from the vendor's pending bills in BHEL Trichy (or) across the BHEL units.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., will be applied as per provisions of the contract.

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19. The supplier may quote his / her most competitive and firm rate (**PVC applicable, ref. point no:5 under special terms & conditions**) for a period of one year for the milk to be supplied. The rate should include loading, unloading, packing, handling, transport, profit margin, GST, all taxes etc. and inclusive of delivery of milk at various BHEL Canteens.
20. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.
21. The payment for the supply of milk shall normally be made within 45 days from the date of receipt of the Consolidated statement of bills of every month for the supply made for one month by the supplier to BHEL canteens / stores and the payment will be made thro' EFT (Electronic Fund Transfer) mode only.
22. Clarification, if any, before quoting may please be had from Engineer (HR - Canteen), BHEL, Trichy - 620014. Contact Nos. 0431-2577327 / 7067 (mail id - sound@bhel.in)
23. Price quoted will be firm & valid for a period of one year from the date of award of contract. The contract may be extended after one year also, if needed with mutual consent.
24. All the entries in the tender documents should be in one ink. Erasing and overwriting are not permitted. Cancellations and insertions, if any shall be authenticated by the tenderer by signing affixing his seal. After submitting the tender, the tenderer is not entitled to recall his/its offer of modify the terms and conditions thereof.
25. 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.
26. BHEL reserves the right to
 - Increase or decrease the tendered quantity.
 - Cancel the tender enquiry at any stage or cancel the contract at any time during the execution of contract without assigning any reason.
 - Negotiate or re-float the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
 - 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 (In the event of non-availability of L1 bidder or bidders, BHEL will decide by toss / draw of lots). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
27. Disputes or differences arising from this tender or in any manner connected therewith shall be subject to the following disputes resolution mechanism:
 - Any dispute shall initially be discussed amongst parties and settled amicably.
 - If no amicable settlement or if there is no scope for amicable settlement, then any party may refer the dispute to sole arbitrator to be nominated by the Head of HR, BHEL, Trichy. The place of arbitration shall be at Trichy. All arbitration proceedings shall be conducted in English in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
 - The arbitration award shall be final and binding upon the parties and each party will bear its own costs of arbitration and equally share the fees of the arbitral tribunal.



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28. All disputes shall be subject to the exclusive jurisdiction of courts at Trichy.

29. **Fraud prevention policy:**

The 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.

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

- I. Minimum of 25% of the tendered quantity is earmarked for MSE Vendors (**Manufacturers only**) as per the latest MSE guidelines. **Since the contract can be awarded to maximum of Two vendors for convenient handling, ordering will be on maximum of Two source only.** If L1 offer is from a Micro / Small enterprise, this provision is not applicable.
- II. Eligible MSE vendors (as per latest MSE guidelines) 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 vendor, the rate will be counter offered to MSE vendor on the order of their commercial ranking. In case of MSE vendor falls on the same ranking, draw of lots or Toss will be followed (In the event of non-availability of MSE bidder or bidders or their representatives, BHEL will decide by toss / draw of lots) to decide ranking.
- III. For availing MSE benefit, MSE vendor under manufacturer for tendered items should submit copy of Udyam Registration number along with Technical bid.
- IV. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.
- V. 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.

30.1 For Sl. No. 30, ordering will be done as mentioned below (MSE clause as well as split of total quantity applicable):

- a) In case L1 is MSE vendor, Special provision for MSE vendor is not applicable. 60% (approximate) will be ordered to L1 Vendor and 40% (approximate) will be counter offered to L2, L3 ...vendor who matches L1 price based on rank i.e. 1 st it will be offered to L2 Vendor, if accepted 40% will be ordered and in case not accepted by L2 vendor then it will be counter offered by L3 vendor and so on excepting H1 vendor.
- b) In case L1 is non MSE, 60% (approximate) will be ordered on L1 vendor and balance 40% (approximate) will be awarded to eligible MSE vendor who matches the L1 price. The preference to the MSE vendors will be given in order of their ranking L1, L2, L3, etc. If there is no response from MSE vendors or if there are no eligible MSE vendors or none of the eligible vendors accepted the L1 rate, then L1 rate will be counter offered to other vendors on commercial rank basis excluding H1 vendor.

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- c) In case none of the participating vendor is MSE vendor, 60:40 sharing will be followed.
- d) In case of L1 counter offering rate has not been accepted by any vendor, such counter offered quantity also will be ordered on L1 vendor.

31. Vendor Eligibility Criteria

1. Must have an average turnover of 240 lakhs per Annum for any two consecutive years out of the last four financial years ending on 31st March 2024 (2020-21, 2021-22, 2022-23 & 2023-2024).
2. Vendor must possess PANCARD, GST, FSSAI certificate (Must be valid as on the date of opening of Technical Bid).
3. Vendor must have made bulk supply of Milk for a minimum of 500 Ltrs in a single day to any organisation / institution / Factory / Company / etc. on or after 01/04/2019. Vendor must submit the proof for having supplied Milk for a minimum period of 5 days in any one of the financial quarters from 01/04/2019. (Proof to be attached like PO or WO along with proof for supply completion / Supply completion certificate from buyer / Vendor invoice along with proof for receipt of payment from the purchaser as the case may be).
4. Vendor office / Manufacturing unit / Cold Storage Unit / Office of authorised Distributor must be within the radius of 200 Km from BHEL Trichy since Milk is very essential item and to be supplied twice in a day. Address Proof to be submitted. (Distance will be calculated by using Google Maps)
5. Vendor must submit the copy of test report obtained from CFTRI, Mysore or any one of the NABL accredited food testing laboratory about the quality standards of the MILK with FAT 4.5% (min) & SNF 8.5% (min). In case of FAT and SNF are less than the tender requirement, your offer will not be considered. Date of collection of sample and Date of issuance of report must be on or after 01/04/2024. Also Proof for NABL accreditation of Lab to be provided for the labs tested other than CFTRI, Mysore along with their Technical Bid.

32. Liquidated Damages

Supplier shall supply the milk as per PO / BHEL requirement. If the vendor fails to complete the delivery / replace the materials as per PO / BHEL requirement, Liquidated Damages of a sum equivalent to 10% of the failed supply value of Milk will be deducted from the supplier's bill. LD shall be subject to a maximum of 10% of the total contract milk during the entire contract period. **In case of repeated failure which will be considered as contract has been breached.**

33. 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



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- 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
- 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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SPECIAL TERMS AND CONDITIONS

1. Based on commitment, requirement and suppliers' capability in terms of delivery and quality in order to ensure uninterrupted supply, BHEL reserves the right to increase or decrease the tendered quantity and split the tendered quantity between two tenderers as indicated in General Conditions Clause 30.1 and place orders accordingly.
2. In case the Lowest priced item does not meet the specifications of the tender, BHEL reserves the right not to consider the same.
3. BHEL reserves the right to negotiate the rate or re-float the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
4. **Order on more than one vendor at the lowest acceptable price to ensure undisrupted supply at the ratio of 60:40 (approximate) as per General Terms and conditions Clause – 30.1. Since the contract can be awarded to maximum of Two vendor for convenient handling, ordering will be on maximum of Two source only.**
5. Price variation clause is applicable whenever Aavin changes the minimum procurement price of Raw Cow Milk. The price of milk will be proportionally enhanced / reduced as per the Aavin's increase/decrease of minimum procurement price of Raw Cow Milk. **Present Aavin's minimum procurement price of Raw Cow Milk is Rs.35.00 per litre and it will be taken as base rate.** Any increase/decrease in the minimum procurement price of Raw Cow Milk will be proportionally applicable as below:-

$$\text{Price Variation Formula} = \frac{A - B}{B} \times C$$

Where,

A is Future minimum procurement price of Raw Cow Milk announced by Aavin

B is Existing minimum procurement price of Raw Cow Milk (Rs.35.00 per ltr)

C is Finalised rate for supply of milk

6. In case Aavin changes the minimum procurement price of Raw Cow Milk after issue of this tender and on or before submission schedule of Technical bid, Aavin's minimum procurement price of Raw Cow Milk on the date of tender opening will be taken as base / Present rate. Price variation clause is applicable, if Aavin changes the rate of Raw cow milk after the date of opening of Technical Bid.

Note – The word Aavin, wherever mentioned in the tender document stands for Tamilnadu Co-op Milk Producer's Federation Ltd


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Check list for submission of offer

S. No	Description	Remarks
1	Details and documentary evidence for Part – 1: Technical Bid to meet the pre-qualification criteria as per following details	-
1.1	Duly signed and stamped copy of documentary evidence in support of Status of the Enterprise/ Company/ Firm as indicated in pre-qualification criteria.	Enclosed / Not Enclosed
1.2	Duly signed and stamped copy of Income Tax Registration (PAN), GST & FSSAI CERTIFICATE	Enclosed / Not Enclosed
1.3	Duly signed copy of Auditor's report (Profit Loss statement and Balance sheet along with ITR acknowledgement) for proof for average turnover of 240 lakh per Annum for any two consecutive years out of the last four financial years ending on 31st March 2024 (2020-21, 2021-22, 2022-23 & 2023-24).	Enclosed / Not Enclosed
1.4	Proof for having supplied Milk for a minimum of 500 Ltrs in a single day to any organisation / institution / Factory / Company / etc for a minimum period of 5 days in any one of the financial quarters on or after 01/04/2019. (Proof to be attached like PO or WO along with proof for supply completion / Supply completion certificate from buyer / Vendor invoice along with proof for receipt of payment from the purchaser as the case may be).	Enclosed / Not Enclosed
1.5	Proof for Vendor office / Manufacturing unit / Cold Storage Unit / Office of authorised Distributor must be within the radius of 200 Km from BHEL Trichy since Milk is very essential item and to be supplied twice in a day. Address proof to be provided. (Distance will be calculated by using Google Maps) Location – _____	Enclosed / Not Enclosed
1.6	Copy of Milk test report obtained from CFTRI, Mysore or any one of the NABL accredited food testing laboratory about the quality standards of the MILK with FAT 4.5% (min) & SNF 8.5% (min). Date of collection of sample and Date of issuance of test report must be on or after 01/04/2024. In addition, proof for NABL accreditation of Lab to be provided for the labs tested other than CFTRI, Mysore along with the Technical Bid.	Enclosed / Not Enclosed
1.7	Duly signed and Sealed copy of "No Deviation Certificate" in letterhead as per enclosed Annexure-A of tender document	Enclosed / Not Enclosed
1.8	Duly signed copy of Tender documents	Enclosed / Not Enclosed
2	Rates quoted as per Price bid format in Firm / Enterprise / Company letter head	Quoted as per tender format / Not Quoted as per tender

Note: Bidders are requested to submit documents to meet the pre-qualification criteria of tender only. **Additional documents not relevant to tender pre-qualification criteria / tender need not be enclosed along with the offer.**


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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 and Trade License / GST registration
1.3	Private Limited Company / Public Limited Company / Public Sector / Govt. Org	Certificate of Registration/Memorandum of Association & Articles of Association
1.4	Others	Valid document.


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Pre-qualification Criteria: Others

1	Income Tax Registration (PAN) (Documentary evidence to be enclosed)	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)	Enclosed / Not Enclosed
3	FSSAI Certificate (must be valid as on the date of opening of Technical bid)	Enclosed / Not Enclosed
4	Duly signed copy of Auditor's report (Profit Loss statement and Balance sheet along with ITR acknowledgement) for proof for average turnover of 240 lakh per Annum for any two consecutive years out of the last four financial years ending on 31st March 2024 (2020-21, 2021-22, 2022-23 & 2023-2024).	Enclosed / Not Enclosed
5	Proof for having supplied Milk for a minimum of 500 Ltrs in a single day to any organisation / institution / Factory / Company / etc for a minimum period of 5 days in any one of the financial quarters on or after 01/04/2019. (Proof to be attached like PO or WO along with proof for supply completion / Supply completion certificate from buyer / Vendor invoice along with proof for receipt of payment from the purchaser as the case may be).	Enclosed / Not Enclosed
6	It is certified that Location of for Vendor office / Manufacturing unit / Cold Storage Unit / Office of authorised Distributor is _____ and which is within the radius of 200 Km from BHEL Trichy since Milk is very essential item and to be supplied twice in a day. (Distance will be calculated by using Google Maps). (Address Proof to be submitted)	Enclosed / Not Enclosed
7	Copy of milk test report obtained from CFTRI, Mysore or any one of the NABL accredited food testing laboratory about the quality standards of the MILK with FAT 4.5% (min) & SNF 8.5% (min). Date of collection of sample and Date of issuance of test report must be on or after 01/04/2024. Also Proof for NABL accreditation of Lab to be provided for the labs tested other than CFTRI, Mysore along with their Technical Bid.	Enclosed / Not Enclosed
8	Duly signed and Sealed copy of "No deviation certificate" in letterhead as per enclosed Annexure - A of tender document in Enterprise/ Company/ Firm letterhead.	Enclosed / Not Enclosed

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.

NOTE: Self attested copy of all the documents should be submitted along with Tender, if at any stage, the document(s) submitted by Contractor is / are found incorrect / false / fake, the necessary action will be taken by BHEL against Contractor viz., Legal, Contractual, BHEL Policy / Procedural Actions in whatsoever manner as deemed fit.


Tenderer Signature & Seal

The following points to be typed on the Vendor's Letter Head

PRICE BID

Vendor Ref No - _____

Date - _____

THE QUOTED RATE IS APPLICABLE FOR THE PERIOD OF ONE YEAR FROM THE DATE OF AWARD OF CONTRACT.

In response to your tender Ref No - BHEL:HRM:CANT:MILK:TENDER:2024-25 dt 01/06/2024, we are pleased to offer the following rate for the supply of Milk to BHEL Canteens for a period of one year. Rate quoted is inclusive of GST, other Taxes if any, Transportation, Loading, Unloading, etc. No additional claim is permitted.

Item Description	Rate per Ltr in	
	In Figures (in Rs)	In Words (in Rs)
Milk- Homogenized and Standardised (Minimum of 4.5% fat and 8.5% solid not fat)	_____ per Ltr	

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

Signature of the tenderer and seal of the Firm

Phone No.

Mobile No.

Email ID.

807

ANNEXURE-A
(No Deviation Certificate)

Note: The following Declaration to be typed on the Vendor's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.

Name of Works: Supply of Homogenized and Standardised Milk with a minimum of 4.5% FAT and 8.5% SOILDS NOT FAT to BHEL – Trichy Canteen
Enquiry No: Ref No - BHEL:HRM:CANT:MILK:TENDER:2024-25 dt 01/06/2024
I/We M/s.

.....
..... have read and clearly understood all the Terms and conditions in Tender Schedule of and accordingly accept the same without any deviation what so ever.

- I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation.
- I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.
- I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL- Trichy or any other BHEL Unit or any PSU/ Government organization.
- I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).
- I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceedings / termination of contract, recovery of damages, penalties etc. as deemed fit.

(Tenderer Signature with Seal)

Sony