



**BHEL**  
**Tenders**

## Government eProcurement System

### Tender Details

Date : 08-Nov-2023 11:59 AM

Print

#### Basic Details

|                                      |                                                                          |                                       |     |
|--------------------------------------|--------------------------------------------------------------------------|---------------------------------------|-----|
| Organisation Chain                   | Bharat Heavy Electricals Limited  BHEL Trichy  HUMAN RESOURCE MANAGEMENT |                                       |     |
| Tender Reference Number              | BHEL HRM CANT COFFEE 2024                                                |                                       |     |
| Tender ID                            | 2023_BHEL_30178_1                                                        | Withdrawal Allowed                    | Yes |
| Tender Type                          | Open Tender                                                              | Form of contract                      | Buy |
| Tender Category                      | Goods                                                                    | No. of Covers                         | 2   |
| General Technical Evaluation Allowed | No                                                                       | ItemWise Technical Evaluation Allowed | No  |
| Payment Mode                         | Not Applicable                                                           | Is Multi Currency Allowed For BOQ     | No  |
| Is Multi Currency Allowed For Fee    | No                                                                       | Allow Two Stage Bidding               | No  |

#### Cover Details, No. Of Covers - 2

| Cover No | Cover                 | Document Type | Description                           |
|----------|-----------------------|---------------|---------------------------------------|
| 1        | Fee/PreQual/Technical | .pdf          | Proof of Past Performance             |
|          |                       | .pdf          | FSSAI Certificate                     |
|          |                       | .pdf          | Tender documents signed by the vendor |
|          |                       | .pdf          | Self certification for Local content  |
|          |                       | .pdf          | Other documents                       |
| 2        | Finance               | .xls          | Price bid                             |

#### Tender Fee Details, [Total Fee in ₹ \* - 0.00]

|                              |      |                |     |
|------------------------------|------|----------------|-----|
| Tender Fee in ₹              | 0.00 |                |     |
| Fee Payable To               | Nil  | Fee Payable At | Nil |
| Tender Fee Exemption Allowed | No   |                |     |

#### EMD Fee Details

|                 |       |                                            |     |
|-----------------|-------|--------------------------------------------|-----|
| EMD Amount in ₹ | 0.00  | EMD through BG/ST or EMD Exemption Allowed | No  |
| EMD Fee Type    | fixed | EMD Percentage                             | NA  |
| EMD Payable To  | Nil   | EMD Payable At                             | Nil |

#### Work /Item(s)

|                                      |                                 |                           |                     |                       |                       |
|--------------------------------------|---------------------------------|---------------------------|---------------------|-----------------------|-----------------------|
| Title                                | Instant Coffee Powder           |                           |                     |                       |                       |
| Work Description                     | Supply of Instant Coffee Powder |                           |                     |                       |                       |
| Pre Qualification Details            | As per tender documents         |                           |                     |                       |                       |
| Independent External Monitor/Remarks | NA                              |                           |                     |                       |                       |
| Tender Value in ₹                    | NA                              | Product Category          | Miscellaneous Goods | Sub category          | Instant Coffee Powder |
| Contract Type                        | Rate Contract                   | Bid Validity(Days)        | 90                  | Period Of Work(Days)  | 365                   |
| Location                             | BHEL, Trichy                    | Pincode                   | 620014              | Pre Bid Meeting Place | NA                    |
| Pre Bid Meeting Address              | NA                              | Pre Bid Meeting Date      | NA                  | Bid Opening Place     | Trichy                |
| Should Allow NDA Tender              | No                              | Allow Preferential Bidder | No                  |                       |                       |

#### Critical Dates

|              |                      |                  |                      |
|--------------|----------------------|------------------|----------------------|
| Publish Date | 08-Nov-2023 11:30 AM | Bid Opening Date | 18-Nov-2023 04:30 PM |
|--------------|----------------------|------------------|----------------------|

|                                            |                      |                                          |                      |
|--------------------------------------------|----------------------|------------------------------------------|----------------------|
| <b>Document Download / Sale Start Date</b> | 08-Nov-2023 12:00 PM | <b>Document Download / Sale End Date</b> | 18-Nov-2023 12:00 PM |
| <b>Clarification Start Date</b>            | NA                   | <b>Clarification End Date</b>            | NA                   |
| <b>Bid Submission Start Date</b>           | 08-Nov-2023 12:00 PM | <b>Bid Submission End Date</b>           | 18-Nov-2023 12:00 PM |

| <b><u>Tender Documents</u></b> |             |                      |                      |                    |                              |
|--------------------------------|-------------|----------------------|----------------------|--------------------|------------------------------|
| <b>NIT Document</b>            | <b>S.No</b> | <b>Document Name</b> |                      | <b>Description</b> | <b>Document Size (in KB)</b> |
|                                | 1           | Tendernotice_1.pdf   |                      | Tender Document    | 5234.67                      |
| <b>Work Item Documents</b>     | <b>S.No</b> | <b>Document Type</b> | <b>Document Name</b> | <b>Description</b> | <b>Document Size (in KB)</b> |
|                                | 1           | BOQ                  | BOQ_31478.xls        | Price Bid          | 349.00                       |

| <b><u>Tender Inviting Authority</u></b> |                        |
|-----------------------------------------|------------------------|
| <b>Name</b>                             | A Soundararajan        |
| <b>Address</b>                          | Engineer, BHEL, Trichy |

**BHARAT HEAVY ELECTRICALS LIMITED**  
**TIRUCHIRAPPALLI - 620014**  
**HRM – CANTEENS**

**NOTICE INVITING TENDER**

|    |                                                |                                                                                                                                                                                                                                                    |
|----|------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | Tender Ref No                                  | BHEL:HRM:CANT:COFFEE:TENDER:2024 dt 08/11/2023                                                                                                                                                                                                     |
| 2  | Tender Type                                    | Open Tender – Two Part (Rate contract)                                                                                                                                                                                                             |
| 3  | Supply of Material                             | Instant Coffee and Chicory Mixture in the respective ratio of 60:40                                                                                                                                                                                |
| 4  | Approximate requirement                        | 500 Kgs per month                                                                                                                                                                                                                                  |
| 5  | Delivery Location                              | BHEL - Trichy                                                                                                                                                                                                                                      |
| 6  | Period of contract                             | 12 months from the date of award of contract                                                                                                                                                                                                       |
| 7  | Contents of Tender Document                    | ANNEX-1A (Instruction to Bidder) 02<br>ANNEX -1B (Tecno commercial bid & vendor Qualifying criteria) 02<br>ANNEX -1C (Administrative instructions) 01<br>ANNEX -1D (Technical Terms & Conditions) 01<br>ANNEX – 1E (General Terms & Conditions) 05 |
| 8  | Contact details for queries related to tender  | A Soundararajan, Engineer (HR – Canteen)<br>0431-2577327; e-mail: sound@bhel.in                                                                                                                                                                    |
| 9  | Due date for submission of offer               | 18/11/2023 at 12:00 Hrs                                                                                                                                                                                                                            |
| 10 | Due date for opening of Techno -Commercial Bid | 18/11/2023 at 16:30 Hrs                                                                                                                                                                                                                            |
| 11 | Date of Price Bid Opening                      | Will be intimated later                                                                                                                                                                                                                            |

Thanking you,

Yours faithfully,  
For BHARAT HEAVY ELECTRICALS LIMITED,

  
(Engineer)  
Engineer (HR – Canteen)

**Tenderer Signature and Seal**

## INSTRUCTIONS TO THE TENDERER

### 1. Offer Submission

- a) This Tender is hosted in EPS portal & offer to be submitted through EPS portal only. You are requested to submit your 2 parts offer before due date & time of the enquiry through NIC (<https://eprocurebhel.co.in>) only.
- b) Offer is to be submitted in TWO part bids system (Technical bid + Price bid) in the E-Procurement NIC PORTAL (<https://eprocurebhel.co.in>) ONLY.
- c) Scanned copy of Tender documents etc., shall be uploaded in the EPS portal
- d) As its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions and it will be published as corrigendum in following websites,

<https://eprocurebhel.co.in>

<http://www.bhel.com/tender/>

- e) Acceptance of offer will be subject to acceptance of offer subject to acceptance sample submitted by the firm and fulfilling the qualifying criteria.

### 2. Sample Submission

Samples in 2 nos of ¼ Kg in each pack of coffee powder in the ratio of 60:40 (coffee + chicory respectively) to be submitted at the following address on or before the scheduled date of tender submission. Samples less than 2 nos of ¼ Kg in each pack will not be accepted. More than one variety / type of sample will not be accepted.

**Engineer (HR – Canteen),  
Building 24, Ground Floor,  
BHEL,  
Trichy – 620014**

### 3. Authorization for participation in EPS portal through DSC: E-Tender. Participation requirements:

Either Principal or authorized agent shall register their Digital Signature Certificate (DSC) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION). Suppliers are advised to go through the FAQ available in the web portal (<https://eprocurebhel.co.in>). DSC shall be registered for the authorized person and all transaction done using that DSC against our tenders shall be taken as valid communication and shall be binding on principal/agent and is valid legally.

#### **For foreign Principal**

In case of Principal (being foreigner), they may apply for DSC through Indian embassy at their country and can register with us for participating in E-tenders. Details of the applicable procedure is available in the webpage <http://www.cca.gov.in/cca/>.

#### **For Indian agent**

In case of agents participating/registering their DSC (of authorized person), it will be at the sole authorization of principal to their agents to participate on their behalf and all transactions done using that DSC against our tenders shall be known as valid communication and shall binding on principal and is legally valid.

**Tenderer Signature and Seal**

4. Any deviation to this tender terms & conditions, and schedules of this tender will lead to total rejection of the offer submitted.
5. Contract will be awarded for a period of **one year** from the date of award of contract and supply rate shall remain firm for the entire period of the contract.
6. Price bid shall be valid up to 90 days from date of Tender opening. Once the tenders are submitted, rates cannot be changed on any grounds
7. Rate quoted is inclusive of GST, other Taxes if any, Transportation, Loading, Unloading, etc. No additional claim will be allowed.
- 8. BHEL does not guarantee any minimum quantity.**
9. No other pre conditions along with your offer will be entertained by BHEL.
10. Tenderer who have been suspended or black listed or issued with "Show Cause Notice" by BHEL, Tiruchirappalli - 620014 or any other unit or GOI 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.
11. 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 address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
12. **All pages of this tender documents and supporting documents shall be duly signed, stamped and submitted along with the offer in token of acceptance.**
13. **Documents not signed and stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of bid.**
14. If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, the BHEL will reject such tender at any stage.
15. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
16. 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.
17. The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
18. Tender can be cancelled at any stage due to unavoidable circumstances.

**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.



**Tenderer Signature and Seal**

**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<br>(In case of MSE Bidder, bidder should enclose the valid proof along with Technical bid) | MSE Bidder / Non MSE Bidder |

**B. Pre- qualification Criteria: Status of firm**

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


**Tenderer Signature and Seal**

**C. Pre- qualification Criteria: Supply Experience**

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                         |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| 1 | Proof for having supplied at least three bulk supply of coffee powder (irrespective of Grade and Variety) for a minimum of 200 kgs (each supply) to any organisation / institution / Factory / Company / etc on or after 01/04/2018. <b>(Proof to be attached like copy of PO / WO along with proof for Supply Completion in case of supply made to other than BHEL or copy of PO in case of supply made to BHEL or Vendor invoice along with proof for receipt of payment as the case may be).</b> | Enclosed / Not Enclosed |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|

**D. Pre- qualification Criteria: Statutory requirements & acceptance to Tender terms & conditions**

|                                                                                                                                                                                     |                                                                                                                                                                                          |                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| 1                                                                                                                                                                                   | <b>Income Tax Registration (PAN)</b><br>(Documentary evidence to be enclosed )                                                                                                           | PAN:<br>.....<br>Enclosed / Not Enclosed                        |
| 2                                                                                                                                                                                   | <b>Goods and Service Tax (GST) Registration</b><br>(If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer ) | GST No:<br>.....<br>Enclosed / Not Enclosed                     |
| 3                                                                                                                                                                                   | <b>FSSAI Certificate</b> (must be valid as on the date of opening of Technical bid)                                                                                                      | FSSAI No: .....<br>Valid upto: .....<br>Enclosed / Not Enclosed |
| 4                                                                                                                                                                                   | 2 Nos of ¼ Kgs of Instant Coffee Chicory mixture samples                                                                                                                                 | 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. |                                                                                                                                                                                          |                                                                 |

**Vendor qualifying Criteria: -**

1. Vendor must possess PANCARD, GST & FSSAI certificate (must be valid as on the date of opening of technical bid).
2. Vendor should have supplied at least three bulk supply of coffee powder (irrespective of Grade and Variety) for a minimum of 200 kgs (each supply) to any organisation / institution / Factory / Company / etc. on or after 01/04/2018. (Proof to be attached like copy of PO / WO along with proof for Supply Completion in case of supply made to other than BHEL or copy of PO in case of supply made to BHEL or Vendor invoice along with proof for receipt of payment as the case may be).
3. The quality of instant coffee powder (Strength/colour/flavour and taste) will be checked by sample evaluation committee. The committee's recommendation is final and binding.


**Tenderer Signature and Seal**

**Annexure – 1C**

**Administrative instructions:**

1. We require Approximately 500 Kilograms per month of Instant Coffee Chicory Mixture in the respective ratio of 60:40.
2. Required quantity may vary based on our actual requirement and Quantity mentioned in the purchase order shall be final. BHEL does not guarantee any minimum quantity.
3. Normally the supply should be made once in a month unless otherwise mentioned in the indent.
4. Samples in 2 nos of ¼ Kg in each pack of coffee powder in the ratio of 60:40 (coffee + chicory respectively) to be submitted on or before the tender submission schedule. Samples less than 2 nos of ¼ Kg in each pack will not be accepted.
5. **After opening the technical bid, documents will be verified and the samples will undergo to necessary quality & taste test. The technical bids and samples both found acceptable alone after evaluation will be considered for Price bid opening.**
6. The contract will be awarded for a period of one year from the date of award of contract and supply rate shall remain firm for the entire period of the contract.
7. **Price bid shall be valid up to 90 days from date of Tender opening.**

**Tenderer Signature and Seal**



## Annexure – 1D

## Technical Terms and Conditions

1. The Soluble Coffee-chicory Powder/agglomerates shall confirm to the following analysis: -
  - (a) Moisture, percent by mass, max - 4.0
  - (b) Total Ash, percent by mass - Not less than 7.0 (On dry basis) and not more than 10.0
  - (c) Caffeine (anhydrous), percent - 1.4 by mass (on dry basis), min
  - (d) Solubility in cold water - Shall be soluble with at 16°C ± 2°C moderate stirring in three minutes.
  - (e) Solubility in boiling water - Shall dissolve readily in 30 seconds with moderate stirring.
2. Vendor should submit the copy of the test report of sample within 2 months from award of the contract obtained from CFTRI, Mysore or NABL accredited food testing laboratory. Payment shall be made on submission of above certificate only.
3. **The Instant Coffee Chicory Mixture in 60:40 proportions should be supplied in factory bulk pack of ½ (Half) Kg (30% of supply) & 1 (One) Kg (70% of supply) only,** which should be in line with the sample given along with the Technical Bid. FSSAI norms to be followed in each Pack.
4. Instant Coffee Chicory Mixture shall conform to the standards specified in the "Prevention of Food Adulteration Rules 1955. If needed BHEL may select sample at random from the supplied Instant Coffee Chicory Mixture by the successful tenderer for testing the conformity of the supply with the standards specified in the Prevention of Food Adulteration Rules 1955 by CFTRI, Mysore or FSSAI notified NABL accredited food testing laboratory.
5. In the event of the CFTRI, Mysore or FSSAI notified NABL accredited food testing laboratory certifying that the sample is NOT CONFORMING with the standards of Prevention of Food Adulteration Rules 1955, the unused Instant Coffee Chicory Mixture will be returned to the tenderer. In such a case the rate for the already used will not be paid.
6. Instant coffee should be supplied within a month from the date of manufacturing and which can be well utilised for six months from the date of manufacturing. In case of any other defective supply, the full quantity is to be replaced by the successful tenderer immediately and then only the rejected stocks will be returned.
7. In case of any defective / quality issue or etc... found during the usage of Instant coffee power, full quantity to be replaced within a week from the date of intimation to the suppliers which will be intimated to the supplier within two months from the date of supply.
8. Moreover, any tenderer failing in the quality test by CFTRI, Mysore or NABL accredited food testing laboratory more than once during their supply, suitable action will be taken against the tenderer as per the extant guidelines of BHEL.

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Tenderer Signature and Seal

**General Terms and Conditions**

1. The Tenderer may quote fixed rate for a period of one year for the Instant Coffee-Chicory Mixture to be supplied. The rate should include transport, handling, packing, gunny bag cost, profit margin inclusion of all taxes and delivery at BHEL Canteen stores. Price quoted will be valid and firm for the period of one year from award of contract.
2. The contract will be awarded for a period of one year from the date of award of contract and supply rate shall remain firm for the entire period of the contract.
3. BHEL does not guarantee any minimum quantity.
4. Normally PO will be issued one week in advance through email indicated in the tender enquiry. Delivery should be made as per PO any excess materials brought inside the Stores will not be returned at any cost and No payment will be made for the excess quantity.
5. For any clarification you can contact to sound@bhel.in Contact nos. 04312577327.
6. **The payment for the supply shall normally be made within 45 days from the date of receipt of Instant Coffee Powder at BHEL canteen stores and the payment will be made only through EFT mode (Electronic Fund Transfer).**
7. The successful tenderer shall report at 08:30 AM and complete the delivery of items as per our delivery schedule at our Canteen Stores on the scheduled date of supply before 12.00 Noon. The delivery schedule will be communicated along with our purchase order to the successful tenderer later.
8. The bulk supply should be made in standard carton box / food grade plastic packing only.
9. It shall be the responsibility of the successful tenderer to weigh the Instant Coffee Chicory Mixture properly before loading at their end for supply to BHEL Canteen Stores. Delivery Challan / Credit bill in triplicate should accompany the supply.
10. The successful tenderer shall also arrange his own transport and unload the entire quantity first in the Stores receipt area and after weighing each bag in the electronic balance of HRM Canteen Store and then keep the bags inside the Store room. The supply is said to be completed only if the entire material has been kept inside the store room after completing the above formalities with respect to delivery requirements.
11. The delivery is to be made in BHEL Canteen Stores. In case of failure in supplying the materials as per our Delivery Schedule date indicated in the Purchase Order or replacement not done in time, Risk purchase clause will be operated **(Pl. refer clause – 19 for calculation)**. Difference if any in the price procured by BHEL in the open market to meet the requirement of such occasions, shall be totally recovered from the pending bills of the successful tenderer and if still there are excess amount payable the same shall be paid by the successful bidder failing which BHEL shall be entitled to recover the same together with interest at the rate of 18% per annum.

**Tenderer Signature and Seal**

12. The tenderer should possess the correct address of the Firm / Shop, all requisite licenses, Tax Certificates, Registration Documents, etc..., for supplying the Instant Coffee Chicory Mixture.

13. 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.

**14. 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.

15. Disputes or differences arising from this tender or in any manner connected therewith, our Head of HR's decision is final and binding.

I. Any dispute shall initially be discussed amongst parties and settled amicably.

II. 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.

III. 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.

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

17. 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.



**Tenderer Signature and Seal**

**18. Risk Purchase Clause & Cancellation of contract**

In the event of successful Tenderer's failure to fulfil any of the Tender / Contract obligations as per contract / Agreement, BHEL may purchase from the alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc..., will be fully recovered from the pending bills of the supplier who failed to supply the items with the due date.

The value of Risk Purchase shall be calculated as follows:

$$\text{Risk \& Cost Amount} = [(A - B) + (A \times H/100)]$$

where,

A = Value of balance Supply (\*) as per rates of new contract (procured from alternate sources to meet BHEL requirement)

B = Value of balance Supply (\*) as per rates of old contract being paid to the contractor/ Supplier.

H = Overhead factor shall be taken as 5

In case (A - B) is less than 0 (Zero), value of (A - B) shall be taken as 0 (Zero).

\* (Balance supply) Difference of tendered / contract quantities and Executed quantities as on the date of issue of Letter for "Termination of PO / Contract", shall be taken as balance scope of supply for calculating risk & cost amount.

In case Vendor fails to fulfil any of the PO / contract obligations as PO/Contract, PO/Contract shall be cancelled and appropriate cost shall be deducted from the vendor's pending bills in BHEL Trichy (or) across the BHEL units.

**19. Liquidate Damages**

If the supplier fails to deliver / replace the materials within 15 days from the date of issue of PO, Liquidated Damages of a sum equivalent to 0.1% of the PO value per day will be deducted from the supplier subject to maximum of 10% of total contract value.

**20. Termination of Contract on Death of Contractor:**

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.

**21. Arbitration: -**

Disputes or differences arising from this tender or in any manner connected there with shall be subject to the following dispute resolution mechanism:

- Any dispute shall initially be referred to the designated Senior Management of the parties for amicable settlement. Parties shall nominate two persons each from their senior management within 10 days of a dispute arising.
- If no amicable settlement is arrived at within 30 days, 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. All the disputes shall be subjected to the exclusive jurisdiction of courts at Trichy.

**Tenderer Signature and Seal**

**22. 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.

**23. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:**

Penal action can be initiated on the suppliers / Contractors in line with extant 'Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on <http://www.bhel.com> on "supplier registration page".

**24. 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.
- 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 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.
- V. 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.
- VI. **For availing MSE benefit, MSE vendor under manufacturer for tendered items should submit copy of Udyam Registration number along with Technical bid.**
- 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 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.

**Tenderer Signature and Seal**

- 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.

**25. Preference to Make in India:**

For this procurement, the local content to categorize a supplier as a class I local supplier/class II local supplier /Non-local supplier and purchase preference to class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent Orders issued by the respective Nodal Ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of part II bids against this NIT.

**26. 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
- 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.



**Tenderer Signature and Seal**

**Documents to be uploaded in E-Procurement Portal.**

Vendor shall ensure the documents are uploaded in E-Procurement Portal.

EPS Website: <https://eprocurebhel.co.in/nicgep/app>

**Part – I (Technical bid)**

1. Proof for Past performance
2. FSSAI Certificate
3. Tender documents signed by the vendor as token of acceptance for Tender terms and conditions.
4. Self-certification for Make in India preference. (Format enclosed)
5. Other mandatory documents
  - i) GST certificate
  - ii) PAN Card
  - iii) Proof for status of enterprise
    - Proprietary - No documents required
    - Partnership firm - Partnership deed for partnership firm,
    - Private Limited - CIN, Certificate of Registration/Memorandum of Association & Articles of Association
    - Others – Valid document
  - iv) Udyam Registration Number in case MSE vendor

**Part – II (Price bid)**

1. Firm shall download the Price bid format (an excel sheet) from EPS and fill-up the rate in appropriate column only (highlighted in yellow colour) and upload the same.

**Note – Authorized signatory shall sign all the pages of supporting documents & tender documents and company seal shall be affixed. Firm shall scan the document and upload the same in EPS.**

Sony

**/ On Bidder's office letter pad /**  
**Self-Declaration**

|                     |  |
|---------------------|--|
| <b>Enquiry No.</b>  |  |
| <b>Enquiry Date</b> |  |

In line with Government public procurement order Number P-45021/2/2017-B.E-II dated 15.06.2017, and further modified order dt. 28.05.2018, 29.05.2019 & order 04.06.2020 issued by DPIIT

I / We hereby declare that I / We are a "Local Supplier" meeting the requirement of minimum local content (.....%) defined in the above government notification for the goods against above mentioned enquiry Number.

Details of location at which local value addition will be made is as follows:

|                    |  |
|--------------------|--|
| Door No.           |  |
| Street / Address 1 |  |
| Street / Address 2 |  |
| District           |  |
| State              |  |
| Country            |  |
| PIN Code           |  |

We also understand that the false declarations will be in breach of the code of Integrity under rule 175(1)(i)(h) of the General financial rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

For Company Name:

Seal:

Signature:

Date:

Place:

**Note:**

"Local Content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent. "Local Supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum local content.

# The above declaration shall be submitted mandatorily along with the offer in company letter head with seal & signature.

(Please fill all the yellow color field)