



# Bharat Heavy Electricals Limited

A Government of India Undertaking

CIN: L74899DL1964GOI004281

BHEL Tiruchirappalli

Phone: 0431-2577327 | Email: [sound@bhel.in](mailto:sound@bhel.in)

## NOTICE INVITING TENDER

1	Tender Ref No	BHEL:HRM:CANT:MILK:2026 dt 03.06.2026																		
2	Tender Type	Two Part bid																		
3	Details of item to be procured	Homogenized and Standardized Cow Milk with a minimum of 4.5% MILK FAT and 8.5% MILK SOILDS-NOT-FAT.																		
4	Approx Qty. requirement	1700 litres per day																		
5	Delivery Location & Delivery requirement	BHEL – Trichy & Daily supply including Sundays and holidays, Twice in a day (Morning and Afternoon)																		
6	Period of contract	One Year from the date of award of contract																		
7	Quantity Splitting	As per General Terms and conditions, Clause – 19. Approximately 58% supply will be ordered on L1 vendor and balance supply will be ordered on other vendor.																		
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ANNEX – G (Price bid)	01																			
9	Address for submission of offer	The Tender Opening Cell / MM, Room No: 26, Ground Floor, Building – 24, Bharat Heavy Electricals Limited, Trichy – 620 014																		
10	Contact details for queries related to tender	A Soundararajan, Engineer (HR – Canteen) 0431-2577327; e-mail: <a href="mailto:sound@bhel.in">sound@bhel.in</a>																		
11	Due date for submission of offer	24/06/2026 at 14:00 Hrs																		
12	Due date for opening of Techno - Commercial Bid	24/06/2026 at 14:30 Hrs																		
13	Date of Price Bid Opening	Will be intimated separately to Technically qualified vendors																		

Thanking you,

Yours faithfully,  
For BHARAT HEAVY ELECTRICALS LIMITED,

  
(A Soundararajan)  
Engineer (HR – Canteen)



## INSTRUCTIONS TO THE TENDERER

### 1. Preference to Make in India Products:

"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 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the 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.

**Only Class-I and Class-II Local suppliers as per MII order dated 19.07.2024 will be eligible to bid. Non - Local suppliers as per MII order dated 19.07.2024 are not eligible to participate.**

2. 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.
3. Integrity pact (IP) shall be applicable for all tenders / contracts if indicated in NIT. This IP shall be issued as part of the Tender documents and shall be submitted by the bidder along with Techno-commercial bid duly filled, signed and stamped by the authorized signatory who signs the bid. Entering into this pact shall be a preliminary qualification.

### 4. 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 along necessary supporting documents 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.

### 5. 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.

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6. 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.
7. The rates in the Tender shall be kept open for acceptance for a minimum period of **TWO 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.

**8. 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.
  - 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.
9. 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
  10. **Contract will be awarded for a period of one year and supply rate shall remain firm for the entire period of the contract (\*PVC applicable, Refer point no:6 under Special terms & conditions).**
  11. 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.
  12. The tenderer who have been suspended or black listed 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 any bidder is black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
  13. **Tender shall be submitted on or before the scheduled dates and time in the letter head of the firm/company (wherever applicable) 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.**
  14. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
  15. 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.
  16. The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this supply.
  17. Tender can be cancelled at any stage due to unavoidable circumstances.

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18. 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.
19. **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 regularly visit the BHEL Website / Central Public Procurement Portal for all future communications / Corrigendum.**
20. 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
21. **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.**
22. 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.
23. 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.
24. The tenderer should possess the correct address of the Firm / Shop, all requisite licenses, Tax Certificates, Registration Documents, etc., for supplying the materials.
25. Offer submitted late beyond the due date & time will be summarily rejected.
26. 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.

*Soy*

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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. **Supply must be made using Insulated vehicles.**
- II. Delivery is to be made at various canteens namely 11 Canteen, 19 Canteen, 24 Canteen, 18 Canteen & 58 Canteen located within BHEL, Trichy complex.
- III. The supplier must report to the Main Gate, BHEL, Trichy at 04:00 Hrs for Morning supply & 12:00 Hrs for Afternoon supply. **Supply timing may get change as per BHEL requirement which will be communicated to the supplier through email.**
- IV. The daily requirement of milk supply will be consolidated and purchase order will be 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.
- V. Each delivery must be accompanied by a Delivery Challan / Invoice in quadruplicate and the same is to be affixed with the Security "Permitted in / Checked in" seal at the Security Entrance Gate.
- VI. Materials must be delivered 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.**
- VII. 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.
- VIII. 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.
- IX. **Deliveries made using four wheelers must include a cleaner with proper ID proof. Four wheelers without a cleaner will not be permitted.**
- X. Each delivery must be accompanied by a Delivery Challan / Invoice in quadruplicate.
- XI. For any delivery related queries, Contact 0431-2577928, 2575451 & 2575424.
- XII. Delivery should be made as per PO. Any excess materials brought inside the factory premises will not be returned under any circumstances.
- XIII. The supplier is responsible for arranging their own transportation for delivery to the various canteens. Upon delivery, the supplier must unload the materials at designated locations at various canteens. The supply of materials will be deemed complete only after these steps have been fulfilled.
- XIV. 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.

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- XV. The supplier must provide **advance intimation in writing** about the vehicle details, including registration number, driver name and necessary supporting documents like, Registration Certificate, Fitness Certificate, Insurance, Driving License and etc to issue Gate pass for daily vehicle entry. In case of change in vehicles also to be intimated in advance.
- XVI. Vehicles entering the BHEL premises must carry the following valid documents:
- Vehicle Registration Certificate (RC).
  - Driver's License (valid and appropriate for the vehicle type).
  - Vehicle Insurance Certificate (current and valid).
  - Pollution Under Control (PUC) Certificate.
  - Fitness Certificate for commercial vehicles, if applicable.

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

## 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 excluded in Supplier/Vendor's scope; therefore, contractor's price/rates shall be exclusive of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and 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 The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Supplier/Vendor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Supplier/Vendor.

2.2.3 Supplier/Vendor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Supplier/Vendor.

2.2.4 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.

2.2.5 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.

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2.2.6 Supplier/Vendor has to submit GST compliant invoice within the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, Supplier/Vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts to enable BHEL to meet its GST related compliances. Special care should be taken in case of month end transactions.

2.2.7 Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Supplier/Vendor: -

- a) Supply of goods and/or services have been received by BHEL.
- b) Original Tax Invoice has been submitted to BHEL.
- c) Supplier/Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order.
- d) In cases where e-invoicing provision is applicable, Supplier/Vendor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder.
- e) Supplier/Vendor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return.
- f) Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the Supplier/Vendor.
- g) Supplier/Vendor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.

2.2.8 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.

2.2.9 TDS as applicable under GST law shall be deducted from Supplier/Vendor's bill.

2.2.10 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.

2.2.11 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.

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2.2.12 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.

2.2.13 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.

2.2.14 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.

**2.2.15 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 in accordance with the delivery schedule specified in the Purchase Order (PO). In the event of any defective materials being supplied, the supplier is required to replace the defective materials within 2 hours from the 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:**

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 delivery period up to Two hours. 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. In case of failure of supplier to deliver the Milk whether morning or afternoon supply even after the extended delivery hours, BHEL has every right to go for separate arrangement for procuring the defaulted quantum of milk. In case of failure to complete the supply the ordered quantity of Milk in more than two instances in a month or in more than Five instances during the entire contract period shall constitute breach of contract.

**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.

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**5. Quantity Variation Clause:**

BHEL does not guarantee any minimum quantity for the materials specified in the tender. The quantities indicated in the tender are tentative and may vary based on actual requirement. The quantity of Milk may increase up to +100% or decrease up to -30% of the original quantity tendered quantity. The supplier/vendor shall supply the varied quantity at the accepted rate, and no additional compensation or claim whatsoever shall be entertained for such variation.

**6. Normally PO will be issued through email registered with us.**

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 last day of the corresponding supply month, for the entire quantity supplied during the month. However, the time line for payment may vary up to  $\pm 10$  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. Failure to complete the supply the ordered quantity of Milk in more than two instances in a month or in more than Five instances during the entire contract period shall constitute breach of contract.
- ii. Failure to replace the defective materials within the stipulated time frame will be considered as breach of contract.
- iii. The Supplier/Vendor delivers equipment/ material not of the contracted quality.
- iv. Withdrawal from or abandonment of the supply by the Supplier/Vendor before completion as per contract.
- v. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- vi. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.
- vii. 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/

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Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.

- viii. 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.
- ix. 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

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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.
- 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

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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.

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](http://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 12.1 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 Madras High Court, Arbitration Centre (MHCAC) 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 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 Institution- Madras High Court, Arbitration Centre (MHCAC) 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 Madras High Court, Arbitration Centre (MHCAC)- 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 of Arbitration shall be 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.

**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

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(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.

13.2 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.

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.

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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.

If the seller fails to deliver Milk within original/re-fixed delivery period(s) specified in the contract / PO, the specified in the contract, the Buyer/BHEL will be entitled to deduct/recover the Liquidated Damages for the failure of supply, unless covered under Force Majeure conditions aforesaid @ 50% of the failed supply as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

#### 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](http://www.bhel.com).

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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](http://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](http://www.bhel.com/vender_registration/vender.php)

**18. INTEGRITY PACT (IP): Applicable / Not Applicable**

a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI No	IEM	Email
1	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	iem1@bhel.in
2	Shri R. Mukundan, IRPS (Retd.)	iem2@bhel.in
3	Shri Madan Lal Meena, IAS (Retd.)	iem3@bhel.in

b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the panel of IEMs. All correspondence with the IEMs shall be done through email only.

**Note:**

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Mr. A.Soundararajan,  
Engineer (HR – Canteen)  
Ground Floor, Building – 24,  
BHEL, Trichy – 620014  
Phone: 0431-2577327  
Email – [sound@bhel.in](mailto:sound@bhel.in)

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

**i. Reservation for MSEs**

As per the latest MSE guidelines, minimum of 25% of the tendered quantity is earmarked for MSE suppliers (Manufacturers only). Since the contract is intended to be awarded to a maximum of two vendors for ease of handling, ordering shall be done from a maximum of two sources only.

**Note:** If the L1 offer is from a Micro/Small Enterprise, this special provision will not be applicable.

**ii. Opportunity to Match L1 Price**

Eligible MSE vendors (as per latest MSE guidelines) will be given an opportunity to supply a portion of the requirement, subject to acceptance of L1 price. If there are multiple such MSE vendors, the L1 price will be counter-offered in the order of their commercial ranking. In case multiple MSE vendors have the same commercial ranking, draw of lots or toss will be used to decide the ranking. **(Note: If MSE bidders or their representatives are unavailable, BHEL reserves the right to conduct the toss/draw of lots.)**

**iii. Submission of Documents**

To avail MSE benefits, the vendor must be a manufacturer for the tendered item and must submit a valid Udyam Registration Number along with the technical bid.

**iv. Effect of Non-Submission**

Failure to submit the above documents will result in the bidder being considered at par with non-MSE bidders, and their status shall be treated as non-MSE until the required documents are submitted. This provision shall apply only if the participating MSE meets the tender requirements.

**v. Change in MSE Status**

Any change in MSE status must be disclosed by the bidder in the bid document. If at a later stage it is found that the bidder did not disclose a change in status and received an order under false MSE pretenses, BHEL reserves the right to cancel the pending order and initiate appropriate action, including suspension of business dealings as per BHEL's procurement policy.

**Procedure for Selection of MSE Vendor and Quantity Split-Up**

**vi. If L1 is an MSE Vendor**

- The special MSE provision is not applicable.
- 58% (approx.) of the order will be placed on the L1 vendor.
- 42% (approx.) will be counter-offered to L2, L3, etc., based on commercial ranking (excluding H1).
- If L2 accepts the L1 rate, the 43% will be ordered on L2. If L2 rejects, the offer moves to L3, and so on.

**vii. If L1 is a Non-MSE Vendor**

- 58% (approx.) of the quantity will be awarded to the L1 vendor.
- The remaining 42% (approx.) will be offered to eligible MSE vendors who match the L1 price, in the order of their ranking (L1, L2, L3, etc.).

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- If no eligible MSE vendor accepts the L1 rate, the quantity will be offered to other non-MSE vendors (excluding H1) based on their commercial ranking.

**viii. If No MSE Vendors Participate**

- The quantity will be split in a 58:42 ratio between L1 and the next ranked vendor (excluding H1), as per BHEL's procedure.

**ix. If No Vendor Accepts Counter Offer**

- The entire quantity, including the counter-offered portion, will be ordered on the L1 vendor.

**20. 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.



## TECHNICAL TERMS & CONDITIONS

### 1. General Guideline

- Materials must be of first-sort, good quality, and of indigenous varieties.
- BHEL's decision on the acceptance or rejection of offers shall be final and binding.
- All packaging must comply with FSSAI norms, and the packing date and expiry date must be clearly mentioned at the time of supply.

### 2. Item Specifications

The supply shall consist of Homogenized and Standardized Cow Milk with a minimum of 4.5% Milk Fat and 8.5% Milk Solids-Not-Fat (SNF).

### 3. Random Quality Testing by BHEL

During the contract period, BHEL reserves the right to conduct random quality testing of the milk supplied.

- Samples will be selected at random from the delivered quantity for testing.
- Tests will be conducted to verify conformity to the Prevention of Food Adulteration Rules, 1955, by CFTRI, Mysore or any NABL-accredited food testing laboratory.

### 4. Repeated Quality Deficiencies

If the quality deficiency **repeats Two times** during the contract period:

- The annual contract will be cancelled.
- No return of defective milk will be made to the supplier.
- Action will be taken as per BHEL's extant policy guidelines.

### 5. Mandatory Periodic Quality Testing

- Quality tests must be conducted once every 3 months (e.g., Aug-26, Nov-26, Feb-27 and May-27).
- The vendor must send samples for testing to CFTRI, Mysore or any NABL-accredited food testing laboratory.
- A copy of the test report must be submitted to BHEL.
- Failure to submit the test report will be considered a breach of contract.

### 6. Compliance with Quality Standards

- All items must adhere to the standards prescribed under the Prevention of Food Adulteration Rules, 1955 or other accredited governmental agencies.
- Items must comply with the Food Safety and Standards Authority of India (FSSAI) Act. If any deficiency is reported by a Food Safety Inspector, the supplier will bear full responsibility for the consequences.

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### 7. Replacement Policy

- a) If the supplied items fail to meet the quality standards, BHEL will notify the supplier.
- b) The supplier must replace the defective items within 2 hours at their own cost and collect the rejected goods from the BHEL stores.

### 8. Consequences of Quality Non-Conformance

In the event of non-conformance certified by CFTRI or NABL-accredited labs:

- a) Unused items will be returned to the supplier.
- b) Payment for used items will be withheld at BHEL's discretion.
- c) Bidders failing quality tests more than once during the supply period, suitable action will be initiated as per BHEL policy.

### 9. Supplier Responsibility

- a) As quality checks are conducted on random samples, it is the supplier's responsibility to ensure the entire lot meets the quality standards.
- b) If discrepancies are found during use, the supplier must replace defective goods within 2 hours of intimation.

*Signature*

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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 19 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 58:42 (approximate) as per General Terms and conditions (Clause – 19) Since the contract can be awarded to maximum of Two vendor for convenient handling, ordering will be on maximum of Two source only.**
5. **Morning supply and Sundays & holidays supply will be ordered on L1 vendor and Afternoon supply will be ordered on other vendor.**
6. 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

7. 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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**Vendor qualifying Criteria:-**

1. Must have an minimum turnover of 240 lakhs per Annum for any two consecutive years out of the last four financial years ending on 31st March 2026 (2022-23, 2023-2024, 2024-25 & 2025-26).
2. Vendor must possess valid PANCARD, GST, FSSAI certificate (Must be valid as on the date of opening of Technical Bid) and copy of the documents to be submitted along with technical bid.
3. Vendor must have made bulk supply of Milk for a minimum of 500 Litres in a single day to any organisation / institution / Factory / Company / etc. on or after 01/04/2021. Vendor must submit the proof for having supplied Milk for a minimum period of 5 days in any one of the financial quarters from 01/04/2021. (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 01/04/2026. Also Proof for NABL accreditation of Lab to be provided for the labs tested other than CFTRI, Mysore along with their Technical Bid.
6. All pages of this Notice Inviting Tender documents (for having accepted all the terms and conditions) and supporting documents shall be dully 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.
7. **Enclosures: (Duly filled, signed and stamped copies of the below annexures are to be provided in the letter head of the Supplier). Please fill the annexures with Tender enquiry Ref number (BHEL:HRM:CANT:MILK:2026 dt 03/06/2026), Item description (Supply of Milk) and your company name wherever required.**

Annexure-1	Check List
Annexure-3	No Deviation Certificate
Annexure-4	Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings
Annexure-6	Declaration by Authorized Signatory regarding Authenticity of submitted Documents
Annexure-7	Non-Disclosure Certificate
Annexure-8	Integrity Pact
Annexure-10	Declaration reg. Related Firms & their areas of Activities
Annexure-11	Declaration for relation in BHEL
Annexure-12	Declaration reg. minimum local content in line with revised public procurement
Annexure-13	Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017
Annexure - 15	Power of Attorney for submission of tender

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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 ( <b>Applicable for MSE bidders only</b> and copy of Udyam Registration Number should be enclosed)	

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

1	Status of the Enterprise / Company / Firm ( <b>Sole Proprietorship or Partnership or Private Limited or etc</b> ) (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	GST registration and Copy of PAN for the Proprietor
1.2	Partnership	Registered Partnership Deed, GST registration and copy of PAN for all the Partners
1.3	Private Limited Company / Public Limited Company / Public Sector / Govt. Org	Certificate of Registration/Memorandum of Association & Articles of Association and Copy of PAN
1.4	Others	Valid document.

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**Pre-qualification Criteria: Others**

1	<b>Income Tax Registration (PAN)</b> (Documentary evidence to be enclosed )	Enclosed / Not Enclosed
2	<b>Goods and Service Tax (GST) Registration</b> (If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer )	Enclosed / Not Enclosed
3	<b>FSSAI Certificate</b> (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 2026 (2022-23, 2023-2024, 2024-25 & 2025-26).	Enclosed / Not Enclosed
5	Proof for having supplied Milk for a minimum of 500 Litres 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 01/04/2021. <b>(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).</b>	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 01/04/2026. 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

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.

Signature of authorized Signatory with Seal



**ANNEXURE- 1**

**CHECK LIST**

**NOTE:** - Suppliers are required to fill in the following details in their Letter head and no column should be left blank

<b>A</b>	<b>Name and Address of the Supplier</b>	-	
<b>B</b>	<b>GSTN No. the Supplier (Place of Execution of Contract / Purchase Order)</b>	-	
<b>C</b>	<b>Details of Contact person for this Tender</b>	Name: Mr./ Ms. - Designation: - Telephone No: - Mobile No: - Email ID:-	
<b>D</b>	<b>EMD DETAILS</b>	<b>Not applicable</b>	
<b>E</b>	<b>DESCRIPTION</b>	<b>APPLICABILITY (BY BHEL)</b>	<b>ENCLOSED BY BIDDER</b>
i.	Whether <b>Pre - Qualification Criteria</b> is understood and provided proper supporting documents.	<b>Applicable/ Not Applicable</b>	YES / NO
ii.	Whether all pages of the Tender documents including annexures, appendices etc are read and understood	<b>Applicable/ Not Applicable</b>	YES / NO
iii.	Audited Balance Sheet and profit & Loss Account	<b>Applicable/ Not Applicable</b>	YES / NO
iv.	Copy of PAN Card & GST registration	<b>Applicable/ Not Applicable</b>	YES / NO
v.	Submission of <b>Udyam Registration certificate</b> as specified in Tender (applicable in case of MSME supplier)	<b>Applicable/ Not Applicable</b>	YES / NO
vi.	<b>Offer forwarding letter</b> / tender submission letter as per Annexure - 2	<b>Applicable/ Not Applicable</b>	YES / NO
vii.	Submission of <b>Certificate of No Deviation</b> as per Annexure - 3	<b>Applicable/ Not Applicable</b>	YES / NO
viii.	Declaration regarding <b>Insolvency/ Liquidation/ Bankruptcy Proceedings</b> as per Annexure - 4	<b>Applicable/ Not Applicable</b>	YES / NO
ix.	Declaration by <b>Authorized Signatory</b> as per Annexure - 5	<b>Applicable/ Not Applicable</b>	YES / NO
x.	Declaration by <b>Authorized Signatory regarding Authenticity</b> of submitted Documents Annexure - 6	<b>Applicable/ Not Applicable</b>	YES / NO
xi.	Submission of <b>Non-Disclosure Certificate</b> as per Annexure - 7	<b>Applicable/ Not Applicable</b>	YES / NO
xii.	Submission of <b>Integrity Pact</b> as specified in Tender as per Annexure - 8	<b>Applicable/ Not Applicable</b>	YES / NO

Soj

Signature of authorized Signatory with Seal



xiii.	Declaration <b>confirming knowledge about Site Conditions</b> as per Annexure – 9	Applicable/ <b>Not Applicable</b>	YES / NO
xiv.	Declaration reg. <b>Related Firms &amp; their areas of Activities</b> as per Annexure – 10	<b>Applicable/ Not Applicable</b>	YES / NO
xv.	Declaration for <b>relation in BHEL</b> as per Annexure – 11	<b>Applicable/ Not Applicable</b>	YES / NO
xvi.	Declaration reg. <b>minimum local content</b> in line with revised public procurement as per Annexure – 12	<b>Applicable/ Not Applicable</b>	YES / NO
xvii.	Declaration regarding <b>compliance to Restrictions under Rule 144 (xi) of GFR 2017</b> as per Annexure – 13	<b>Applicable/ Not Applicable</b>	YES / NO
xviii.	<b>Bank Account Details</b> for E-Payment as per Annexure – 14	Applicable/ <b>Not Applicable</b>	YES / NO
xix.	<b>Power of Attorney</b> for submission of tender as per Annexure – 15	<b>Applicable/ Not Applicable</b>	YES / NO
xx.	<b>Proforma of Bank Guarantee for Earnest Money</b> as per Annexure – 16	Applicable/ <b>Not Applicable</b>	YES / NO
xxi.	Declaration regarding constitution of Bidder as per Annexure – 17	Applicable/ <b>Not Applicable</b>	YES / NO

**NOTE:** Strike off 'YES' or 'NO', as applicable. Tender not accompanied by the prescribed **above applicable documents** are liable to be summarily rejected.

Yours faithfully,

**(Signature, date & seal of  
authorized representative of  
the bidder)**

Date:

Place:

Signature of authorized Signatory with Seal



**ANNEXURE- 3**

**CERTIFICATE OF NO DEVIATION**

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

To,

**Engineer (HR –Canteen),  
BHEL,  
Trichy**

Dear Sir/Madam,

Subject: **No Deviation Certificate**

Ref: 1) Tender Reference No: BHEL:HRM:CANT:MILK:2026 dt 03.06.2026

2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred Tender.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

**(Signature, date & seal of  
authorized representative of  
the bidder)**

Date:

Place:

Signature of authorized Signatory with Seal



**ANNEXURE- 4**

**UNDERTAKING**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

---

To,

Engineer (HR -Canteen),  
BHEL,  
Trichy

Dear Sir/Madam,

**Sub: Declaration Regarding Insolvency/ Liquidation/ Bankruptcy Proceedings**

Ref : 1) Tender enquiry Ref number: BHEL:HRM:CANT:MILK:2026 dt 03.06.2026

2) All other pertinent issues till date

I/We, \_\_\_\_\_ declare that, I/We am/are not admitted under insolvency resolution process or liquidation under Insolvency and Bankruptcy Code, 2016, as amended from time to time or under any other law as on date, by NCLT or any adjudicating authority/authorities.

Yours faithfully,

**Sign. of the AUTHORISED SIGNATORY**

**(With Name, Designation and Company seal)**

Place:

Date:

*By*

Signature of authorized Signatory with Seal



**ANNEXURE – 6**

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

**Engineer (HR –Canteen),  
BHEL,  
Trichy**

Dear Sir/Madam,

Sub : **Declaration by Authorised Signatory regarding Authenticity of submitted documents.**

Ref : 1) Tender enquiry Ref number: BHEL:HRM:CANT:MILK:2026 dt 03.06.2026

2) All other pertinent issues till date

I/We, hereby certify that all the documents submitted by us in support of possession of "Qualifying Requirements" are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded contract) if it is found that fake / false / forged bid qualifying / supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of Bharat Heavy Electricals Limited.

Yours faithfully,

**Sign. of the AUTHORISED SIGNATORY**

**(With Name, Designation and Company seal)**

Place:

Date:

Signature of authorized Signatory with Seal



**ANNEXURE- 7**

**NON-DISCLOSURE CERTIFICATE**

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

---

I/We understand that BHEL, Trichy is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s ..... who are submitting offer for providing Supply/services to BHEL, Trichy against Tender enquiry Ref number **BHEL:HRM:CANT:MILK:2026 dt 03.06.2026** hereby undertake to comply with the following in line with Information Security Policy of BHEL, Trichy.

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL, Trichy.

Yours faithfully,

**Sign. of the AUTHORISED SIGNATORY**

**(With Name, Designation and Company seal)**

Place:

Date:

Signature of authorized Signatory with Seal



## INTEGRITY PACT

### Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

\_\_\_\_\_, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

### Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for **Supply of Homogenized and Standardized Cow Milk with a minimum of 4.5% MILK FAT and 8.5% MILK SOILDS-NOT-FAT** (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1- Commitments of the Principal**

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

Signature of authorized Signatory with Seal



- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

## Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. 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.

- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Bharatiya Nyaya Sanhita (BNS) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

Signature of authorized Signatory with Seal



### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process, terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

### **Section 4 - Compensation for Damages**

4.1 If the Principal has disqualified the Bidder from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

4.2 If the Principal is entitled to terminate the contract according to Section 3, or terminates the contract in application of Section 3 above, the Bidder(s)/Contractor(s) transgression through a violation of section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

### **Section 5 - Previous Transgression**

5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years (to be reckoned from date of bid submission) with any other company in any country conforming to the anti-corruption approach in India that could justify his exclusion from the tender process. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Suspension of Business dealings with Suppliers / Contractors", framed by the Principal.

### **Section 6 - Equal treatment of all Bidder (s) / Contractor (s) / Sub-contractor (s)**

6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.

Signature of authorized Signatory with Seal



- 6.2 In case of a joint venture, all the partners of the joint ventures should sign the Integrity Pact. In case of Sub-contracting, the Principal contractor shall be solely responsible for the adherence to the provisions of IP by the subcontractor(s).
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this Integrity Pact or violate its provisions.

### **Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

### **Section 8 -Independent External Monitor(s)**

- 8.1 The Principal appoints competent and credible Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact on receipt of any complaint by them from the bidder(s).
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/ records/ information having National Security implications and those documents which have been classified as / Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.
- 8.5 The role of IEMs is advisory, and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints, Consent of the IEM(s), who may not be available, shall be taken on record.

Signature of authorized Signatory with Seal



- 8.7 The IEMs shall examine all the representations/ grievances/ complaints received by them from the bidders or their authorized representative related any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology / specification etc.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of the work, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the contract, during the execution of contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panels of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.12 The word 'Monitor' would include both singular and plural.

#### Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties. Any violation of the same would be entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Signature of authorized Signatory with Seal



**Section 10 - Other Provisions**

10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Court as indicated in the Tender or Contract, as the case may be.

10.2 Changes and supplements as well as termination notices need to be made in writing.

10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.

10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.

10.6 In the event of any dispute between the Principal and Bidders(s)/ Contractor(s) relating to the contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. If required, the principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as per the terms and conditions of the contract.

-----

For & On behalf of the Principal  
(Office Seal)

Place -----

Date -----

Witness: \_\_\_\_\_

(Name & Address ) \_\_\_\_\_

\_\_\_\_\_

-----

For & On behalf of the Bidder/ Contractor  
(Office Seal)

Witness: \_\_\_\_\_

(Name & Address ) \_\_\_\_\_

\_\_\_\_\_

Signature of authorized Signatory with Seal



**ANNEXURE - 10**

**DECLARATION**

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

To,

**Engineer (HR -Canteen),  
BHEL,  
Trichy**

Dear Sir/ Madam,

Sub: Details of related firms and their area of activities

Ref : 1) Tender enquiry Ref number: BHEL:HRM:CANT:MILK:2026 dt 03.06.2026  
2) All other pertinent issues till date

Please find below details of firms owned by our family members that are doing business / registered for same item with BHEL, \_\_\_\_\_ (NA, if not applicable)

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
...		

**Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.**

Yours faithfully,

**Sign. of the AUTHORISED SIGNATORY**

**(With Name, Designation and Company seal)**

Place:

Date:

Signature of authorized Signatory with Seal



**ANNEXURE - 11**

**DECLARATION FOR RELATION IN BHEL**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

**Engineer (HR -Canteen),  
BHEL,  
Trichy.**

Dear Sir/Madam,

**Sub: Declaration for relation in BHEL**

Ref : 1) Tender enquiry Ref number: BHEL:HRM:CANT:MILK:2026 dt 03.06.2026

2) All other pertinent issues till date

I/We hereby submit the following information pertaining to relation/relatives of Proprieter/Partner(s)/ Director(s) employed in BHEL

**Tick (√) any one as applicable:**

1. The Proprieter, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprieter, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

i.

ii.

**(Signature, Date & Seal of  
Authorized Signatory of the  
Bidder)**

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

Signature of authorized Signatory with Seal



**ANNEXURE - 12**

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04<sup>TH</sup> JUNE, 2020 AND SUBSEQUENT ORDER(S)**

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

**Engineer (HR -Canteen),  
BHEL,  
Trichy.**

Dear Sir/Madam,

**Sub:** Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04<sup>th</sup> June, 2020 and subsequent order(s).

**Ref:** 1) Tender enquiry Ref number: BHEL:HRM:CANT:MILK:2026 dt 03.06.2026

2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... (specify the name of the organization here) has a local content of \_\_\_\_\_ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' \*\* as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

- |          |          |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |

Thanking you,  
Yours faithfully,

**(Signature, Date & Seal of  
Authorized Signatory of the  
Bidder)**

\*\* - Strike out whichever is not applicable.

**Note:**

- Bidders to note that above format, duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
- In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
- In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

Signature of authorized Signatory with Seal



**ANNEXURE - 13**

**DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017**

(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)

-----  
To,

**Engineer (HR -Canteen),  
BHEL,  
Trichy.**

Dear Sir/Madam,

**Sub:** Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

**Ref:** 1) Tender enquiry Ref number: BHEL:HRM:CANT:MILK:2026 dt 03.06.2026

2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that \_\_\_\_\_ (**SPECIFY THE NAME OF THE ORGANIZATION HERE**), is not from such a country/ has been registered with the Competent Authority (*attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT).*)

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,

Yours faithfully,

**(Signature, Date & Seal of  
Authorized Signatory of the Bidder)**

**Note:** Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

Signature of authorized Signatory with Seal



**ANNEXURE - 15**

**POWER OF ATTORNEY FOR SUBMISSION OF TENDER**

(To be typed on non-judicial stamp paper of minimum Rs. 100/- and Notarized)

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr. \_\_\_\_\_, whose signature given below herewith to be true and lawful Attorney of M/s \_\_\_\_\_ hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Central Procurement Cell (CPC), in connection with Supply of Milk vide NIT Ref No - \_\_\_\_\_ dated \_\_\_\_\_.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF, the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_

**CMD / Director / Partners / Proprietor**

1.

2.  
(Attorney)

3.  
Proprietor

4.

Signature of Mr. \_\_\_\_\_

Attested by: CMD / Director / Partners /

Witness:

1.

Notary Public

Signature of authorized Signatory with Seal



**FORMAT FOR PRICE BID**

(Following points to be typed in your letter head)

Date : \_\_\_\_\_

In response to the tender Ref - BHEL:HRM:CANT:MILK:2026 Date: 03/06/2026, we are pleased to offer the following rate for the supply of Milk to BHEL Canteens for a period of one year.

Description	Rate Per litre in Fig (Rs)	Rate per litre in Words (Rs)
Milk- Homogenized and Standardised (Minimum of 4.5% fat and 8.5% solid not fat)	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

*Soy*

Signature of authorized Signatory with Seal