

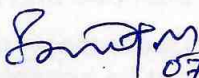
**BHARAT HEAVY ELECTRICALS LIMITED**  
**TIRUCHIRAPPALLI - 620014**  
**HRM – CANTEENS**

**NOTICE INVITING TENDER**

|    |                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----|------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | Tender Ref No                                  | BHEL:HRM:CANT:TEADUST:TENDER:2023-24 dt 07/06/2023                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 2  | Tender Type                                    | Two Part bid (Rate contract)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 3  | Supply of Material                             | CTC Tea dust                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 4  | Approximate requirement                        | 1000 Kgs per month                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 5  | Delivery Location                              | BHEL - Trichy                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 6  | Period of contract                             | One year from the date of award of contract                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 7  | Contents of Tender Document                    | <p><b>A] Part-I Technical Bid</b> <span style="float: right;"><b>Pages</b></span></p> <p>ANNEX-1A (Instruction to Bidder) <span style="float: right;">02</span></p> <p>ANNEX -1B (Tecno commercial bid &amp; vendor Qualifying criteria) <span style="float: right;">02</span></p> <p>ANNEX -1C (Administrative instructions) <span style="float: right;">01</span></p> <p>ANNEX -1D (Technical Terms &amp; Conditions) <span style="float: right;">01</span></p> <p>ANNEX – 1E (General Terms &amp; Conditions) <span style="float: right;">06</span></p> <p>ANNEX - A (No Deviation certificate) <span style="float: right;">01</span></p> <p><b>B] Part- II Price Bid</b> <span style="float: right;"><b>Pages</b></span></p> <p>ANNEX –II (Price bid) <span style="float: right;">01</span></p> |
| 8  | Address for submission of offer                | The Tender Opening Cell / MM,<br>Room No: 26, Ground Floor,<br>Bharat Heavy Electricals Limited,<br>Trichy – 620 014                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 9  | Contact details for queries related to tender  | A Soundararajan, Engineer (HR – Canteen)<br>0431-2577327 / 2577067; e-mail: sound@bhel.in                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 10 | Due date for submission of offer               | 29/06/2023 at 14:00 Hrs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 11 | Due date for opening of Techno -Commercial Bid | 29/06/2023 at 14:30 Hrs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 12 | Date of Price Bid Opening                      | Will be intimated separately to Technically qualified vendors                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

Thanking you,

Yours faithfully,  
For BHARAT HEAVY ELECTRICALS LIMITED,

  
 07/06/23  
 (A Soundararajan)  
 Engineer (HR – Canteen)

**Tenderer Signature and Seal**



## INSTRUCTIONS TO THE TENDERER

1. **The First envelope** shall contain Part-I (Technical bid documents shall be signed on all the pages and affix vendor's seal) and shall be sealed and super scribed as Part-I (Technical Bid for NIT/Enquiry No. and name of the supply)
2. **The second envelope** shall contain only Part-II (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. **Price bid should not be clubbed together with Technical bid.**

All the above Two envelopes shall be kept into one cover, sealed and super scribed as Tender Document for the work as per NIT (NIT/Enquiry No. and name of the work).

The Tender (envelope containing Part I & II) should reach The Tender Opening Cell / MM on or before the due date and time. These documents should be sent either by Registered post / Speed Post / courier / in person. Tenders received after due date and time will not be considered for evaluation.

3. Any deviation to this tender terms & conditions, and schedules of this tender will lead to total rejection of the offer submitted.
4. Contract will be awarded for a period of **one year** from the date of award of contract and supply rate shall remain firm for the entire period of the contract.
5. **Price bid shall be valid up to Three months from date of Tender opening.**
6. Rates should be quoted as per Price Bid Format only and the Rate quoted is inclusive of GST, other Taxes if any, Transportation, Loading, Unloading, etc. No additional claim will be allowed. Rates quoted in any other form will not be accepted, and will be rejected.
7. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.
8. **BHEL does not guarantee any minimum quantity.**
9. No other pre conditions along with your offer will be entertained by BHEL.
10. Tenderer who have been suspended or black listed or issued with "Show Cause Notice" by BHEL, Tiruchirappalli - 620014 or any other unit of BHEL or Government of India will not be allowed to participate in the tender and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender if it is found that some of the parties are black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
11. Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
12. **All pages of this tender documents and supporting documents shall be dully signed, stamped and Submitted as technical bid.**
13. **Documents not signed and stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of bid.**
14. If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, BHEL will reject such tender at any stage.



**Tenderer Signature and Seal**



Ref - BHEL:HRM:CANT:TEADUST:TENDER:2023-24

Date: 07/06/2023

15. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
16. Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
17. The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
18. **Tenderer shall sign and affix the seal in the tender documents for having accepted the conditions and submit the same along with Technical Bid. In case of corrigendum issued to this tender, corrigendum shall also be signed and seal affixed by tenderer and to be submitted along with Technical bid. Supporting documents must be self-attested by tenderer.**
19. Tender can be cancelled at any stage due to unavoidable circumstances.
20. Bidder are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with Road Traffic or any other conditions.
21. **All future communications / corrigendum related to this tender if any will 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.**
22. 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.
23. **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.**
24. 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.
25. 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.

**Note**

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

Or

Any document submitted by the bidder was fake and forged

Or

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

**Tenderer Signature and Seal**

Ref - BHEL:HRM:CANT:TEADUST:TENDER:2023-24

Date: 07/06/2023

Annexure – 1B

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

Tenderer Signature and Seal



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

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                         |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| 1 | Proof for having supplied bulk supply of tea dust (irrespective of Grade and Variety) atleast three times for minimum quantity of 300 Kgs (each supply) to any organisation / institution / Factory / Company / etc in a financial year on or after 01/04/2018. <b>(Proof to be attached like copy of PO / WO along with proof for supply completion or Vendor invoice along with GST Return copy / proof for receipt of payment as the case may be).</b> | Enclosed / Not Enclosed |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|

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

|                                                                                                                                                                                     |                                                                                                                                                                                          |                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| 1                                                                                                                                                                                   | <b>Income Tax Registration (PAN)</b><br>(Documentary evidence to be enclosed )                                                                                                           | PAN: .....<br>Enclosed / Not Enclosed                           |
| 2                                                                                                                                                                                   | <b>Goods and Service Tax (GST) Registration</b><br>(If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer ) | GST No: .....<br>Enclosed / Not Enclosed                        |
| 3                                                                                                                                                                                   | <b>FSSAI Certificate</b> (must be valid as on the date of opening of Technical bid)                                                                                                      | FSSAI No: .....<br>Valid upto: .....<br>Enclosed / Not Enclosed |
| 4                                                                                                                                                                                   | 2 Nos of ¼ Kgs of CTC Tea dust samples                                                                                                                                                   | Enclosed / Not Enclosed                                         |
| 5                                                                                                                                                                                   | Duly signed and Sealed copy of <b>“No deviation certificate”</b> in letterhead as per enclosed Annexure - A of tender document in Enterprise/ Company/ Firm letterhead.                  | Enclosed / Not Enclosed                                         |
| BHEL reserves the right to verify the information provided by the Vendor. In case the information provided by vendor is found to be false / incorrect, the offer shall be rejected. |                                                                                                                                                                                          |                                                                 |

**Vendor qualifying Criteria:-**

1. Vendor must possess PANCARD, GST & FSSAI certificate (must be valid as on the date of opening of technical bid).
2. Vendor must have made at least three times bulk supply of Tea dust (irrespective of Grade and Variety) for minimum quantity of 300 Kgs (each supply) in a financial year on or after 01/04/2018. (Proof to be attached like copy of PO / WO along with proof for supply completion or Vendor invoice along with GST Return copy / proof for receipt of payment as the case may be).
3. The quality of CTC Tea dust (Strength/colour/flavour and taste) will be checked by sample evaluation committee. The committee's recommendation is final and binding.


**Tenderer Signature and Seal**

**Annexure – 1C****Administrative instructions:**

1. We require approximately 1000 Kilograms of CTC TEA DUST per month conforming to the specification laid out in the Prevention of Food Adulteration Rules 1955 for our Canteens.
2. Required quantity may vary based on our actual requirement and Quantity mentioned in the purchase order shall be final. BHEL does not guarantee any minimum quantity.
3. Normally the supply should be made once in a month unless otherwise mentioned in the indent.
4. Samples in 2 nos of ¼ Kg in each pack of CTC Tea dust to be submitted along with the techno commercial bid. Samples less than 2 nos of ¼ Kg in each pack will not be accepted.
5. **More than one type of sample will not be accepted.**
6. After opening the technical bid, documents will be verified and the samples would be subject to necessary quality & taste test. The technical bids and samples both found acceptable alone after evaluation will be considered for Price bid opening.
7. The contract shall be awarded for a period of one year from the date of award of contract and supply rate shall remain firm for the entire period of the contract.
8. **Price bid shall be valid up to three months from the date of Tender opening.**
9. **Kindly note that Price bid should be followed by the below mentioned quote and duly signed under.**

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

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

**Tenderer Signature and Seal**

*Sony*



## Annexure – 1D

## Technical Terms and Conditions

1. CTC Tea dust shall confirm to the following analysis:-

| Sl.No | Test parameter                                                   | Limit                  |
|-------|------------------------------------------------------------------|------------------------|
| 1     | Total Ash % by mass on dry wt Basis                              | 4.0 to 8.0%            |
| 2     | Water soluble ash as % of total as on dry wt basis               | Min 45.0%              |
| 3     | Alkalinity of water soluble ash % by mass as KOH on dry wt basis | 1.0 to 3.0%            |
| 4     | Acid insoluble ash % by mass on dry wt basis                     | Max 1.0%               |
| 5     | Water extract % by mass on dry wt basis                          | Min 32.0%              |
| 6     | Crude fibre % by mass on dry wt basis                            | Max 16.5%              |
| 7     | Magnetic Iron filings                                            | Not more than 250mg/Kg |
| 8     | Added colouring Matter                                           | Nil                    |

- Vendor should submit the copy of test report of sample within 2 months from award of the contract obtained from CFTRI, Mysore or any one of the NABL accredited food testing laboratory. Payment shall be made on submission of above certificate only.
- CTC Tea dust should be supplied in factory bulk pack of 1 (one) Kg only**, which should be in line with the sample given along with the Technical Bid. Expiry date must be mentioned in each Pack.
- CTC Tea dust shall conform to the standards specified in the "Prevention of Food Adulteration Rules 1955. If needed BHEL may select sample at random from the supplied CTC Tea dust by the successful tenderer for testing the conformity of the supply with the standards specified in the Prevention of Food Adulteration Rules 1955 by CFTRI, Mysore or any one of the NABL accredited food testing laboratory.
- In the event of the CFTRI, Mysore or NABL accredited food testing laboratory certifying that the sample is NOT CONFORMING with the standards of Prevention of Food Adulteration Rules 1955, the unused Instant CTC Tea dust will be returned to the tenderer. In such a case the rate for the already used CTC Tea dust quantity will not be paid.
- In case of any defective supply, full quantity is to be replaced by the successful bidder within 2 days' time. Then only the rejected stocks will be returned.
- CTC Tea dust should be supplied within a month from the date of manufacturing and which can be well utilised for a minimum period of six months from the date of manufacturing.
- Moreover, any tenderer failing in the quality test by CFTRI, Mysore or NABL accredited food testing laboratory more than once during their supply, suitable action will be taken as per the extant guide lines of BHEL.

Tenderer Signature and Seal

809



**General Terms and Conditions**

1. The Tenderer may quote fixed rate for a period of one year for the CTC Tea dust to be supplied. The rate should include transport, handling, packing, gunny bag cost, profit margin inclusion of all taxes and delivery at BHEL Canteen stores. Price quoted will be valid and firm for the period of one year from award of contract.
2. The contract will be awarded for a period of one year from the date of award of contract and supply rate shall remain firm for the entire period of the contract.
3. **Price bid shall be valid up to Three months from the date of Tender opening.**
4. BHEL does not guarantee any minimum quantity.
5. **Normally PO will be issued one week in advance through email indicated in the tender enquiry.** Delivery should be made as per PO and any excess materials brought inside the Stores will not be returned at any cost.
6. In case the lowest priced item does not meet the specifications of the tender, BHEL reserves the right not to consider the same.
7. The payment for the supply shall normally be made within 45 days from the date of receipt of CTC Tea dust at BHEL canteen stores and the payment will be made only through EFT mode (Electronic Fund Transfer).
8. The successful tenderer shall report at 09:30 AM and complete the delivery of items as per our delivery schedule at our Canteen Stores on the scheduled date of supply before 12.00 Noon. The delivery schedule will be communicated along with our purchase order to the successful tenderer later.
9. The bulk supply should be made in standard carton box / food grade plastic packing only.
10. It shall be the responsibility of the successful tenderer to weigh the CTC Tea dust properly before loading at their end for supply to BHEL Canteen Stores. Delivery Challan / Credit bill in triplicate should accompany the supply.
11. The successful tenderer shall also arrange his own transport and unload the entire quantity first in the Stores receipt area and after weighing each bag in the electronic balance of HRM Canteen Store and then keep the bags inside the Store room. Delivery of the supply of CTC Tea dust at the Canteen Stores is treated as completed on completion of all above mentioned processes.
12. The delivery is to be made in BHEL Canteen Stores. In case of failure in supplying the materials as per our Delivery Schedule date indicated in the Purchase Order or replacement not done in time, Risk purchase clause will be operated (**Pls refer clause – 20 for calculation**). Difference if any in the price procured by BHEL in the open market to meet the requirement of such occasions, shall be totally recovered from the pending bills of the successful tenderer and if still there are excess amount payable the same shall be paid by the successful bidder failing which BHEL shall be entitled to recover the same together with interest at the rate of 18% per annum.

**Tenderer Signature and Seal**



13. The tenderer should possess the correct address of the Firm / Shop, all requisite licenses, Tax Certificates, Registration Documents, etc., for supplying the CTC Tea dust.
14. Offer submitted late beyond the due date & time will be summarily rejected. Submitting more than One (1) type of sample will be also summarily rejected.
15. All the entries in the tender documents should be in one ink. Erasing and overwriting are not permitted. Cancellations and insertions, if any shall be authenticated by the tenderer by signing affixing his seal. After submitting the tender, the tenderer is not entitled to recall his/its offer of modify the terms and conditions thereof.
16. 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.
- 17. BHEL reserves the right to**
  - I. Increase or decrease the tendered quantity.
  - II. 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.
  - III. In case more than one bidder happens to occupy L-1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of L-1 bidders or their representatives (In the event of non availability of L1 bidder or bidders, BHEL will decide by toss / draw of lots). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
18. Disputes or differences arising from this tender or in any manner connected therewith, Head of HR's decision of BHRL, Tiruchy is final and binding.
  - I. Any dispute shall initially be discussed amongst parties and settled amicably.
  - II. If no amicable settlement or if there is no scope for amicable settlement, then any party may refer the dispute to sole arbitrator to be nominated by the Head of HR, BHEL, Trichy. The place of arbitration shall be at Trichy. All arbitration proceedings shall be conducted in English in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
  - III. The arbitration award shall be final and binding upon the parties and each party will bear its own costs of arbitration and equally share the fees of the arbitral tribunal.
19. All disputes shall be subject to the exclusive jurisdiction of courts at Trichy.

**Tenderer Signature and Seal**





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

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

The value of Risk Purchase shall be calculated as follows:

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

where,

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

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

H = Overhead factor shall be taken as 5

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

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

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

**21. Liquidate Damages**

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

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

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

**23. Arbitration: -**

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

1. Any dispute shall initially be referred to the designated Senior Management of the parties for amicable settlement. Parties shall nominate two persons each from their senior management within 10 days of a dispute arising.
2. If no amicable settlement is arrived at within 30 days, then any party may refer the dispute to sole arbitrator to be nominated by the Head of HR, BHEL, Trichy. The place of arbitration shall be at Trichy. All arbitration proceedings shall be conducted in English in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

**Tenderer Signature and Seal**



3. The arbitration award shall be final and binding upon the parties and each party will bear its own costs of arbitration and equally share the fees of the arbitral tribunal. All the disputes shall be subjected to the exclusive jurisdiction of courts at Trichy.

**24. Fraud prevention policy:**

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

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

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

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

1. Minimum of 25% of the tendered quantity is earmarked for MSE Vendors (Manufacturers only) as per the latest MSE guidelines. Since the contract can be awarded to maximum of Two vendors for convenient handling, ordering will be on maximum of Two source only. If L1 offer is from a Micro / Small enterprise, this provision is not applicable.
2. Eligible MSE vendors will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the rate will be counter offered to MSE vendor on the order of their commercial ranking. In case of MSE vendor falls on the same ranking, draw of lots or Toss will be followed to decide the ranking.
3. **For availing MSE benefit, MSE vendor under manufacturer for tendered items should submit copy of Udyam Registration number along with Technical bid.**
4. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.
5. In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the bidder as per the procurement policy of BHEL.

**Tenderer Signature and Seal**



**27. Ordering will be done as mentioned below (MSE clause as well as split of total quantity applicable):**

- a) In case L1 is MSE vendor, Special provision for MSE vendor is not applicable. 60% (approximate) will be ordered on L1 Vendor and 40% (approximate) will be counter offered to L2, L3 etc., vendor who matches L1 price based on rank i.e. 1<sup>st</sup> it will be offered to L2 Vendor, if accepted 40% will be ordered and in case not accepted by L2 vendor then it will be counter offered by L3 vendor and so on excepting H1 vendor.
- b) In case L1 is non MSE, 60% (approximate) will be ordered on L1 vendor and balance 40% (approximate) will be awarded to eligible MSE vendor who matches the L1 price. The preference to the MSE vendors will be given in order of their ranking L1, L2, L3, etc. In case more than one MSE vendors falls on same ranking, the ranking will be decided by a toss / draw of lots, in the presence of MSE bidders or their representatives (In the event of non-availability of MSE bidder or bidders, BHEL will decide by toss / draw of lots).
- c) If there is no response from MSE vendors or if there are no eligible MSE vendors or none of the eligible vendors accepted the L1 rate, then L1 rate will be counter offered to other vendors on commercial rank basis excluding H1 vendor.
- d) In case none of the participating vendor is MSE vendor, 60:40 sharing will be followed.
- e) In case of L1 counter offering rate has not been accepted by any vendor, such counter offered quantity also will be ordered on L1 vendor.

**28. 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

*Sany*



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

**Tenderer Signature and Seal**





**ANNEXURE-A****(No Deviation Certificate)**

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

Supply of Material: CTC Tea dust to BHEL – Trichy Canteen  
Enquiry No: BHEL:HRM:CANT:TEADUST:TENDER:2023-24 dt 07/06/2023  
I/We M/s.

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

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

(Tenderer Signature with Seal)

Sony

## Annexure – 2

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

Vendor Ref No - \_\_\_\_\_

Date - \_\_\_\_\_

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

In response to your tender Ref - BHEL:HRM:CANT:TEADUST:TENDER:2023-24 dt 07/06/2023, we are pleased to offer the following firm rate for supply of **CTC TEA DUST** conforming with prevention of food adulteration rules - 1955 for a period of **1 YEAR** for 1<sup>st</sup> sort variety. Rate quoted is inclusive of GST, other Taxes if any, Transportation, Loading, Unloading, etc.

| Sl. no. | Description  | Rate per Kg in  |               |
|---------|--------------|-----------------|---------------|
|         |              | NUMBERS (in Rs) | WORDS (in Rs) |
| 01      | CTC TEA DUST | _____ per Kg    |               |

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

**Contractor Signature & Seal**

*By*