

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

Ref - BHE:HRM:CANT:SALE:TENDER:2021
To

Date – 07/08/2021

Sir,

Sub: TENDER ENQUIRY FOR SALE OF DAMAGED GROCERY ITEMS / EXPIRED COOKING OIL FROM BHEL CANTEENS STORE.

Tenders are invited for the collection of Damaged grocery items /Expired cooking oil from Stores / Canteen, BHEL –Tiruchy declared unfit for human and animal consumption. Items will be sold on “AS IS WHERE IS BASIS” condition. The food items are procured during the month of March -2020. List of materials with approximate quantity are available in Technical bid. Kindly offer your most competitive and highest rate per Kilogram(Kg)/Litre(ltr) in your letter head neatly typed as per the enclosed model quotation format. Rate is exclusive of GST.

The terms and conditions governing the sale are attached herewith. Each tenderer may quote for any schedule A and B or for both of the schedule as given in Technical bid. Separate quotation for individual item of any schedule will not be accepted. In case, any condition is attached by tenderers the rates quoted will be summarily rejected. We request you to quote submit the tender enquiry in your letter head only as per the model format enclosed and send the same in a wax sealed cover thro Registered Post / Speed Post / Courier also in person to reach The Tender Opening Cell, Room No: 26, Building – 24, Ground Floor, Bharat Heavy Electricals Limited, Trichy - 620014 **on or before 28.08.2021 14:00 Hrs.** through Registered Post / Courier / Speed Post also in person. **Technical bid will be opened on 28.08.2021 at 14:30 Hrs. in the presence of available tenderers.** The technical bids which are found acceptable alone after evaluation will be considered for Price bid opening and Price bid opening schedule will be intimated later through email given in the technical bid.

Successful tenderer has to pay full amount before collection of Damaged grocery items

The terms and conditions for the collection of Damaged grocery items/Expired cooking oil are furnished in APPENDIX B. Before quoting, you are requested to go through the terms & conditions carefully. BHEL will place the order on H1 offer who have quoted the highest rate per Kg/Ltr for each of the Schedule.

Thanking you,

Yours faithfully,
For BHARAT HEAVY ELECTRICALS LIMITED,



(N S Brahadesh)

Sr. Manager /HR (Welfare & Canteen)

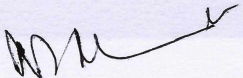
APPENDIX B

Ref - BHE:HRM:CANT:SALE:TENDER:2021

Date – 07/08/2021

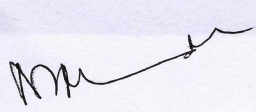
GENERAL TERMS AND CONDITIONS FOR DISPOSAL OF DAMAGED GROCERY ITEMS/EXPIRED COOKING OIL NOT FIT FOR HUMAN CONSUMPTION

1. Tenderer has to affix sign and seal in each page of this tender document and submit as technical bid for having accepted all terms and conditions of this tender.
2. Tenderers should provide copy of PAN card, AADHAR Card along with EMD in the form of Demand Draft.
3. EMD in the form of Demand Draft of Rs.5500 for Schedule-A and Rs.1000 for Schedule-B to be deposited along with technical bid. In case a tenderer quote for both schedule, EMD of Rs.6500 should be given in a single demand draft. Any quotation without EMD will be rejected.
4. EMD of successful bidder only be converted into security deposit. EMD will be returned to unsuccessful tenderer.
5. Demand draft should be in favour of "The Secretary, Factory Canteen" payable at The State Bank of India, HE, Kailasapuram Branch (Code No.1363), Trichy –14.
6. Tenderer may quote for any Schedule A or B or for both schedules as provided in Technical bid. Separate quotation for individual items of a schedule or partial quotation of schedule will be rejected. Tender will be awarded on schedule / package basis.
7. Successful tenderer has to pay the full amount as quoted in the tender before collection of Damaged grocery items/expired cooking oil.
8. Bidders may quote the rate per Kg /ltr only. Total value of the materials will be arrived by calculating rate per kg / ltr with actual quantity.
9. The damaged food grains are sold in the same condition as they lie on "AS IS WHERE IS BASIS" so far as the physical condition of the same is concerned. That is to say, the tenderer (s) will be deemed to have made themselves aware of the physical conditions by inspecting the material before submitting their tender and no complaint/claim in this regard will be entertained by BHEL after the submission of the tender.
10. An express condition of sale is that the stocks of damaged food grains shall neither be used for human consumption nor for animal. It is absolutely necessary that the buyer shall make no attempt whatsoever for adulteration or misuse of the stocks. BHEL will take a serious view of any breach of these conditions of sale. The tenderer can explore the utility of these materials for other applications based on the findings of test report conducted in authorised laboratories (recognised by the government).
11. Damaged food grains shall in no case be sold, transferred or used for such purpose, whatsoever. If the tenderer utilizes damaged food grains for human consumption, the same will constitute a

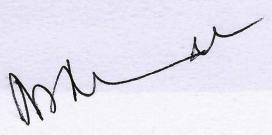


breach of the contract and in such an event the security deposit furnished by the buyer shall be forfeited without prejudice to the right of the BHEL to initiate legal proceeding both Civil & Criminal, against the buyer.

12. The food items can be inspected by prospective tenderer at the 19 Canteen from where the delivery of the consignment will be given. The Tenderer should satisfy thoroughly as to what is offered for sale before submitting his tender and may inspect damaged stocks at BHEL premises (19- Canteen –Mullai Hall) prior to tendering and shall be deemed (whether or not such inspection shall have in fact taken place) to have had notice of physical condition of the damaged food grains /expired cooking oil.
13. The Tenderers of this contract are neither entitled to claim nor recover from the other any compensation by way of damage or other-wise, if the damaged stocks sold are not available by reasons of not being at the specified place. BHEL reserve the right to withdraw from the sale any item/items included in the tender prior to the acceptance of any offer for such item/items without assigning any reasons.
14. Successful bidders have to remit the cost for the collected Damaged grocery items/ expired cooking oil before moving items out of BHEL Gate. Amount should be remitted through NEFT and the acknowledgement copy to be given to us for accounting purpose. Bank account details for remitting the amount is given below
 - a) NAME OF THE BANK: SBI, Heavy Electricals, Kailasapuram
 - b) ACCOUNT NO: 10891414036
 - c) BENEFICIARY NAME: BHEL FACTORY CANTEEN
 - d) IFS CODE: SBIN0001363
15. Successful bidders must collect the damaged grocery items/expired cooking oil within 10 days from the date of release of delivery order. Damaged grocery items/expired cooking oil should be removed from Stores/Canteen by engaging their own manpower and conveyance. No collection is permitted on holidays unless otherwise specifically permitted. If the Successful bidder fails to lift the materials within 10 days from the date of issue of dispatch order, a sum of 1% of Total Sale order value per day should be paid as penalty subject to maximum of 10% of order value. Order will be issued through mail only.
16. Successful bidders have to give communication for collection of damaged grocery items at least 2 days in advance in writing to Sr. Manager HR (Welfare & Canteen).
17. Rate quoted is exclusive of GST and all Taxes. GST to be paid by the successful bidder. Quoted rate shall be valid for one month from the date of tender opening.
18. Price of damaged food grains will be payable on the net weight and will include the cost of gunny bags. Price of oil will be payable on per litre basis. Sunflower Oil packed in 5 litre plastic cans, Gingely oil in 1 litre packets, Coconut oil in 20 litre bottle. Successful bidder has to pay the H1 rate along with applicable GST (5%) for Schedule A.
19. Total price for Schedule B will be calculated on the Total weight of Food materials while lifting the material from stores. Rate quoted by the successful bidder will be reduced based on the reduction of total weight of food grains on pro-rate basis.
20. Weight of damaged food grains will be taken on calibrated weighing machine available with BHEL in front of buyers in the presence of BHEL security staff. Net weight will exclude the weight of gunny bags.



22. Goods sold should be taken out of factory premises only through the Non-Returnable Gate Pass prescribed by BHEL.
23. The contractor's workmen shall come for collection on or before 09:00 Hrs. during the specified timings only and shall immediately leave the premises as soon as they complete the collection. The contractor shall employ healthy and trustworthy persons for collection of Damaged grocery items. No manpower shall be given by BHEL for collection of Damaged grocery items.
24. The successful bidder shall assume full responsibility for the good conduct of his workmen and shall compensate BHEL Canteen for the damage/loss caused by his workmen during the course of collection of the Damaged grocery items. The contractor shall personally instruct his workmen not to stay in the canteen beyond the specified time nor tamper with electrical or other installations or other properties of BHEL Canteen.
25. The Contract awarded should be operated solely by the successful bidder and should not be sub-licensed to others or otherwise the Contract shall be terminated forthwith.
26. If the person, carrying the damaged grocery items is caught at the gate by the Security Staff either for carrying the Canteen utensils along with Damaged grocery items or for any theft, the contract will be terminated forthwith and the person involved and the contractor will be liable for criminal proceedings.
27. Any breach or violation of the conditions mentioned above will result in the termination of the contract forthwith.
28. Late tenders will be rejected summarily.
29. 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 and affixing his seal. After submitting the tender, the tenderer is not entitled to recall his/its offer to modify the terms and conditions thereof.
30. 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.
31. In case of discrepancy /difference in the rates quoted the rate written in words shall be taken as price quoted.
32. Clarification, if any, before quoting may please be had from Sr.Manager (HR – Welfare & Canteen), BHEL, Trichy-620014. (Phone No. 0431- / 2577372 / 2571124)
33. BHEL reserves the right to increase or decrease the tendered quantity, Negotiate or re-float the tender if H1 price is not the highest 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.
34. In Case more than one bidder happens to occupy H-1 status, effective H1 will be decided by getting revised additional price from the respective H1 bidders. In case more than one bidder happens to occupy the H1 status even after getting revised additional price, the H1 bidder shall be decided by a toss / draw of lots, in the presence of H1 bidders or their representatives. BHEL's decision in such situations shall be final and binding.



35. 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.

36. ARBITRATION: -

- a. Disputes or differences arising from this Tender or in any manner connected therewith shall be subject to the following disputes resolution mechanism:
- b. 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.
- c. b) 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 GM-HR, CIVIL & Medical, 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.
- d. 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 disputes shall be subject to the exclusive jurisdiction of courts at Trichy.

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38. Fraud prevention policy:

- a. 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.
- b. Fraud Prevention Policy and List of Nodal officers shall be hosted on BHEL Website, Vendor Portals of Units/Regions intranet.

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Sked

Format for Technical Bid

(Following points to be typed in your letter head)

Date - _____

In response to your tender enquiry Ref - BHE:HRM:CANT:SALE:TENDER:2021 dt – 07/08/2021 for collection of Damaged grocery items/expired cooking oil, we are pleased to collect the following items

Schedule	SIno	Description	Unit	Approx. Qty	EMD Value in Rs	Score out whichever is applicable
A	1	SUNFLOWER OIL	LTR	9110.00	RS.5500	Quoted / Not Quoted
	2	GINGLY OIL	LTR	275.00		
	3	COCONUT OIL	LTR	38.00		
B	1	BG SUNDAL BROWN	KG	1036.50	Rs.1000.	Quoted / Not quoted
	2	BG SUNDAL WHITE	KG	805.90		
	3	THATTAI PAYARU	KG	121.00		
	4	GROUNDNUT SEEDS	KG	537.00		
	5	PASIPAYARU	KG	217.50		
	6	PEAS GREEN DRIED	KG	107.50		
	7	BENGAL GRAM FRIED	KG	500.50		
	8	RICE PONNI	KG	800.00		

(The quantity of the items shown in the table are indicative only. Successful tenderer has to pay only for the actual weight while lifting these items from 19 Canteen stores).

A Demand draft with following details is attached as EMD.

DD No: _____ date _____

DD Amount : Rs. _____

Bank Name: _____

We agree that damaged food grains or oils shall in no case be sold or transferred and also we certify that damaged food grains or oils will not be used for human/animal consumption.

Signature and seal of the tenderer

Mobile no –

Mail id -

Format for Price Bid

(Following points to be typed in your letter head)

Date - _____

In response to your tender enquiry Ref - BHE:HRM:CANT:SALE:TENDER:2021 dt – 07/08/2021 for collection of Damaged grocery items, we are pleased to offer the following rates for collection of Damaged grocery items

Schedule	Sl No	Description	Unit	Approx. Qty	Rate per Kg / Ltr	Rate per Kg or Ltr in Words
A	1	SUNFLOWER OIL	LTR	9110.00	_____ Per Ltr	_____ per Ltr
	2	GINGELY OIL	LTR	275.00		
	3	COCONUT OIL	LTR	38.00		
B	1	BG SUNDAL BROWN	KG	1036.50	_____ Per Kg	_____ per Kg
	2	BG SUNDAL WHITE	KG	805.90		
	3	THATTAI PAYARU	KG	121.00		
	4	GROUNDNUT SEEDS	KG	537.00		
	5	PASIPAYARU	KG	217.50		
	6	PEAS GREEN DRIED	KG	107.50		
	7	BENGAL GRAM FRIED	KG	500.50		
	8	RICE PONNI	KG	800.00		

(The quantity of the items shown in the table are indicative only. Successful tenderer has to pay only for the actual quantity for each Schedule while lifting these items from 19 Canteen stores).

We agree that damaged food grains or oils shall in no case be sold or transferred and also we certify that damaged food grains or oils will not be used for human consumption/animal consumption.

Signature and seal of the tenderer

Mobile no –

Mail id -

