

Pre-Qualification Requirements (PQR)

Nature of the Work: Contract for supply of branded "Milk and Milk Products" for BHEL Guest Houses.

PLACE OF WORK/Delivery: GUEST HOUSES (TRISHUL, SHIVALIK & NEELGIRI)

Following PQR conditions are mandatory to comply by the bidders. In case non-compliance /non-acceptance of the PQR conditions bidder's offer shall liable be for rejection at techno-commercial stage of evaluation.

1. "Milk and Milk Products" should be supply of any one of the following reputed brands available locally-
 - a) Mother Dairy
 - b) Amul
 - c) Gopaljee
 - d) Ananda
 - e) Paras
 - f) Nova
 - g) Param
 - h) Aanchal
 - i) Madhusudan
 - j) Patanjali
2. The bidder is required to submit a copy of a valid FSSAI license or provide an undertaking stating that the FSSAI license will be submitted before commencing the work.
3. Supply of item shall be as per **BILL OF QUANTITY (BOQ)** mentioned in the scope of work.
4. Bidder to ensure, supply of "Milk and Milk Products" in good quality of the reputed brand.


Sanjev Kumar Yadav
Asst. Engineer/GHX


Neeraj Kumar Chaudhary
Engineer/GHX


Mahavir Singh Panwar
Sr. Engineer/GHX

Scope of Work

Tender specific Terms and condition/Scope of Work

Item description: "Milk and Milk Products"

Department: Guests houses (Trishul, Neelgiri and Shivalik), BHEL Haridwar.

Period of supply/contract: 12 Months from the date of order/PO.

1. Tender Terms and conditions (ATC)

Sl. No.	Terms	Description															
1.	BOQ	<p>Item shall be supplied as per BOQ as mentioned below-</p> <table border="1"><thead><tr><th colspan="3">Bill of quantity for Items "Milk & Milk Products"</th></tr><tr><th>Description of Item</th><th>Total Quantity required for one year</th><th>UOM</th></tr></thead><tbody><tr><td>Single toned fresh milk (500 ml poly pack)</td><td>11315</td><td>Ltr.</td></tr><tr><td>Curd (1Kg poly pack)</td><td>1460</td><td>Kg</td></tr><tr><td>Butter (500gm Pack)</td><td>219</td><td>Kg</td></tr></tbody></table> <p>*****Brands shall be applicable as per PQR.</p>	Bill of quantity for Items "Milk & Milk Products"			Description of Item	Total Quantity required for one year	UOM	Single toned fresh milk (500 ml poly pack)	11315	Ltr.	Curd (1Kg poly pack)	1460	Kg	Butter (500gm Pack)	219	Kg
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2.	Document s Checklist	<p>Please submit signed and stamped copy of your offer (with Part-1 bid) on each page along with following documents;</p> <ul style="list-style-type: none">• Buyer Specific T&C/Scope of works• PQR (along with supported document-FSSAI certificate, PO)• Replica of price bid schedule without prices with part-I offer.• MII- Please submit certificate of Minimum local content as specified in the Make in India Certificate of the tender. As applicable.• MSE certificate, if any <p>Above documents are an integral part of this Tender Enquiry and endorsed copies of these documents (duly signed and stamped on each page, as a token of acceptance) are to be submitted/uploaded along with offer on GeM portal against this bid.</p>															
3.	Complianc e of GTC on GeM	<p>General Terms and Conditions on GeM 4.0 (Version 1.25) Dt. -14/07/2025 or its latest revision of GeM portal shall be applicable against this enquiry. Kindly confirm to compliance the same for this tender.</p>															
4.	Make in India Clause	<p>"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.</p> <p>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".</p> <p>As per Make in India Order, only Class-1 and Class-2 local supplies are eligible to bid in this tender enquiry.</p> <p>For this eligibility criteria, bidders are required to submit certificate of Minimum local content as specified in attached Make in India Declaration format.</p>															

5.	Compliance of Rule 144 (xi) of GFR 2017	Compliance of Restrictions under Rule 144 (xi) of GFR 2017 shall be as per GeM.						
6.	Bid validity/ Validity of offer	Please note that validity of the offer shall be 180 days from the date opening of Techno-Commercial bid (Part-I bid) on GeM portal. Offer of bidder's having validity less than 180 days shall liable to reject.						
7.	Prices/Basis of Quotation	Price shall be quoted by bidder on FOR basis with GST (as applicable) for Total quantity through GeM portal. The offered prices of the items shall remain firm and fixed till the execution of the contract						
8.	Evaluation criteria	Evaluation would be done on the basis of total landed cost (with GST as applicable) for the complete requirement of BHEL/Guest house covered in enquiry. The evaluation currency shall be INR.						
9.	EMD/SD/PBG	EMD/SD/PBG are exempted for this enquiry i.e. to be considered NIL.						
10.	GeM charges	GeM charges if any shall be either side only i.e. buyer's GeM charges shall be in buyer's account and seller's GeM charges shall be on seller's account. Please confirm.						
11.	Contract execution	Bidders are advised to read GeM related query & clarification carefully on GeM portal. Order shall be executed through GeM in line of tender terms and conditions.						
12.	Reverse Auction (E-bidding)	BHEL shall be resorting to Reverse Auction (RA) on GEM portal as per GEM functionalities for this tender. RA shall be conducted among the techno-commercially qualified bidders.						
13.	Quantity Variation	BHEL also reserves the right to Increase or decrease the tendered quantities of items may be dropped as a whole also. Vendors should be prepared to accept order for reduced Quantity without any extra charges. Vendor should also be prepared for giving discount in case of Increase in Quantity.						
14.	Delivery condition/ clause	Contractor to deliver/supply "Milk and Milk Products" in good packed condition to different Guest Houses around 05:00 AM to 06:00 AM daily as per day to day requirement of FOR basis in good packed condition. Daily requirement of Guest houses shall be intimated one day in advance by the respective stores In-charge of guest houses (also for the immediate delivery as per emergency requirements of guest house). Vendor has to deliver the items accordingly.						
15.	Quality Requirement	Items "Milk and Milk Products" of good quality shall be supplied as per PQR on time as per BHEL guest houses requirement. If the quality of Milk and Milk Products is found not up to the mark, the rejected quantity will have to be replaced immediately. The quantity of items can be increased or decreased as per requirement. Inspection/shop visit can be done by BHEL representatives.						
16.	Payment terms	<p>Billing shall be done on monthly basis against total supply in a month to BHEL guest houses. Payment shall be made against GeM CRAC as per the following applicable conditions</p> <table border="1" data-bbox="367 1675 1259 1864"> <tr> <td>Micro & Small Enterprises (MSEs)</td> <td>45 days</td> </tr> <tr> <td>Medium Enterprises</td> <td>60 days</td> </tr> <tr> <td>Non MSME</td> <td>90 days</td> </tr> </table> <p>The Payment terms are subject to receipt of non-discrepant document from supplier.</p> <p>However, delivery of items/material shall be made as per requirement and challan against each supply shall be provided to the respective guest houses for record. Vendor to create the</p>	Micro & Small Enterprises (MSEs)	45 days	Medium Enterprises	60 days	Non MSME	90 days
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		<p>GeM invoice through GeM portal on time, so that CRAC as a certificate of acceptance of item can be generated timely by BHEL for processing of vendor bill for payment.</p> <p>Vendor Also, shall keep the proper record of challan date wise against the bill submitted to BHEL. Actual bill of quantity/supply of quantity shall be inline of the vendor invoice and GeM invoice. 3 Sets of original complete billing documents (hard copy) shall be submitted to BHEL (immediately or within 3rd day of every month). Bill shall be process for payment through finance with vendor GeM invoice and CRAC.</p>
17.	Penalty clause	<p>1. If the quality of goods not found satisfactory, items shall be replaced immediately. In case delay in delivery, the rejected items shall be procured from the local market and billed amount as actual shall be recovered/deducted from the running bill of vendor.</p> <p>2. Item/Material shall be delivered in line of delivery clause as mentioned above. In case of delay in delivery till 8.30AM, 100 Rs per incident of delayed delivery shall be deducted from the vendor bill.</p>
18.	BREACH OF CONTRACT, REMEDIES AND TERMINATION:	<p>The following shall amount to breach of contract:</p> <ol style="list-style-type: none"> I. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time. II. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period. III. The Supplier/Vendor delivers equipment/ material not of the contracted quality. IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause. V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract. VI. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor. VIII. 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/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor. IX. 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. X. 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. <p>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 14 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.</p> <p>Remedies in case of Breach of Contract.</p> <ol style="list-style-type: none"> i) Wherein the period as stipulated in the notice issued under above clause 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: <ol style="list-style-type: none"> 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 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:

1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. 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.

19. **Suspension of Business Dealings with Suppliers / Contractor s:**

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.

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 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.

20. **Settlement of Dispute, CONCILIATION & ARBITRATION:**

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 Officer / IEM for amicable resolution by the parties. Designated Officer / IEM who within 60 days after being requested shall give written notice of his 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 'CONCILIATION' Clause.

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).

ARBITRATION:

Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided 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 Arbitral Institution and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

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 Region, Power Sector/ 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.

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 Institutions (shall be identified by the contract issuing agency) 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

Sign & Seal of Bidder

the Arbitration for reference of dispute to a specific Arbitral institution 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

The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules

The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be at the court(s) of Haridwar

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 Haridwar, shall have exclusive jurisdiction.

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.

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.

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.

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 mentioned above. 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.

21. **Action against Bidders / vendor / supplier / contractor in case of default:**

In order to protect the commercial interests of BHEL, BHEL shall act against supplies / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc.

Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier/ contractor or a bidder and shall be as per "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" available at BHEL's website "<https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>"

22. **Purchase Preference to MSE vendors**

Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100 % i.e. total quantity. As per Indent requirement, all items shall be procured from same vendor/source.

23. **JURISDICTION:**

This contract shall be governed by the Law for the time being in force in the Republic of India. Subject to clause(s) mentioned above of this contract, the Civil Court having original Civil Jurisdiction at Haridwar shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.

24. **Force Majeure**

"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.

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.

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.

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.

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.

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

25.	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.
26.	Order of Precedence	In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below: <ul style="list-style-type: none"> a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL. b. Buyer Added Bid Specific ATC c. GeM Bid Technical Conditions of Contract (TCC) d. GeM GTC
27.	Conflict of interest	The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations: <ul style="list-style-type: none"> a) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly; b) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating; c) Procurement of goods directly from the manufacturers/suppliers shall be preferred. However, if the OEM/Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorized distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate. d) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the

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participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or no 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, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

28. Order Acceptance	Vendor to confirm the order acceptance on GeM portal after placement of order.
29. Billing documents	<ul style="list-style-type: none"> • Vendor Invoice/GeM invoice • CRAC • Bank detail for payment registration (in case of L1)
30. IP Address	The bids received from same IP address shall be outrightly rejected and shall not be considered for further evaluation.
31. Additional Conditions for Assessment	<ol style="list-style-type: none"> 1. BHEL also reserves the right to have on-site assessment of the facilities at supplier's works during the bid evaluation. BHEL will have full right to cancel the above work without assigning any reason. 2. If required, sample shall be provided at the time of technical evaluation to BHEL guest house office or BHEL representative will visit to witness sampling at vendor shop/works. 3. The discount if offered by contractor on Bid Price shall be applicable throughout the tenure of contract. Hence, being a regular supplier to BHEL, best possible/negotiated rates shall be quoted on GeM. 4. The Contractor shall not assign or sublet or subcontract this purchase order or any part thereof to any third party in any circumstances. BHEL will directly deal with the Main supplier. 5. In case of any deviation taken be vendor in any condition, vendor to submit the same along with Part-I bid in separate sheets with proper justificatory for BHEL review. BHEL may accept or reject the deviations sought by the bidder(s). Based upon the evaluation, BHEL reserves the right to reject the bidder without assigning reason for the same. 6. Contract period shall be applicable for one Year from the date of award of PO or the date PO delivery, whichever is later. 7. Brands shall be applicable as per PQR. 8. The daily requirement of milk is not fixed, it may vary as per the occupancy of guests. 9. In case of any deviation, BHEL Haridwar may accept or reject the deviations sought by the bidder(s). 10. BHEL Haridwar reserves the right to terminate the contract at its own discretion by giving 15 days' notice to contractor. <ol style="list-style-type: none"> 1. For any query/clarification please email or contact at below mentioned details: <ul style="list-style-type: none"> • Email: nkchaudhary@bhel.in, mssp@bhel.in • Mob No:09105844301, 9719572345 • Address: Trishul Guest House, Sector-5A Near Admin Building, BHEL Ranipur Haridwar Uttarakhand- 249403. Contact no. 01334-285255
32. Bidder Contact details	<ol style="list-style-type: none"> 1. Party/Firm name: 2. Office/Shop/Works address: 3. Contract dealing person (Name, designation, Mob no, and email id) 4. official email ids:

SPECIAL NOTES FOR BIDDERS:

- a. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation.
- b. 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.
- c. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit.
- d. The offers of the bidders who are under suspension and 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.
- e. Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor.



Mahavir Singh Panwar
Sr. Engineer/GHX



Neeraj Kumar Chaudhary
Engineer/GHX



Sanjev Kumar Yadav
Asst. Engineer/GHX

Annexure-A**No Deviation Certificate**
(To be submitted along with Part-1 Bid)

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 subject tender.

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

Thanking you,

Authorized Signatory with Seal of
bidder

Annexure-B

BIDDER'S GENERAL INFORMATION
(To be submitted along with Part-1 Bid)

Sl. No.	Description	Details
1	Name of tendering company/Firm/Agency	
2	Type of firm	
3	Name of proprietor/ Director of Company/Firm/Agency	
4	Full address of registered office with telephone no., Fax no. & E-mail Address etc.	
5	Full address of operating/branch office with telephone no, Fax no. & E-mail Address etc.	
6	Permanent Account Number (PAN)	
7	GST Registration No. (GSTIN)	
8	Name of Bidder/ Contact Person	
9	Phone No. of Bidder / Contact Person	
10	E-mail Address of Bidder / Contact Person	
11	Name of Authorized Signatory	

Authorized Signatory with Seal of bidder

ANNEXURE -C**E-Banking Mandate Form**
(To be issued on bidder's letter
head and to be submitted
along with Part-I Bid)

1. Vendor/customer Name:
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account:
 - a. Name of Bank:
 - b. Name of branch:
 - c. Branch code:
 - d. Address:
 - e. Telephone number:
 - f. Type of account (current/saving etc.):
 - g. Account Number:
 - h. RTGS IFSC code of the bank branch:
 - i. NEFT IFSC code of the bank branch:
 - j. 9-digit MICR code:

I/We hereby authorize BHEL to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the BHEL responsible.

Signature
With name, Designation & seal of the firm

DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017- REVISION
DATED 19TH JULY, 2024 AND SUBSEQUENT ORDER(S)

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

To,
(Write Name & Address of Officer of BHEL inviting the Tender)
Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-
Revision, dated 19th July, 2024 and subsequent order(s).

Ref: 1) Tender Enquiry No:
2) All other pertinent issues till date

We hereby certify that the items 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 2017Revision dated 19.07.2024 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)

Note:

** - Strike out whichever is not applicable.

1. Bidders to note that above format, duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. 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 practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

Unprice replica (to be submitted with Part-1 bid)				
Actual rates shall be quoted inclusive of GST on GeM portal)				
Sl. No.	Description	Total Quantity required/ 365 days	UOM	Total Cost With GST(Rs.) as applicable
1	SINGLE TONED FRESH MILK (500 ml POLY PACK)	11315	Ltr.	Quoted
2	CURD (1Kg POLY PACK)	1460	Kg	Quoted
3	BUTTER (500gm PACK)	219	kg	Quoted