

# BHARAT HEAVY ELECTRICALS LIMITED

RAMACHANDRAPURAM::HYDERABAD – 32

(HR-CANTEENS)

No.HR/CTX/MILK\_NIT/2019

Dated: 24-06-2019

## **Sub : Notice Inviting Tenders(NIT) for Supply of Milk to Staff and Works Canteen & General Hospital for a Period of Two Years(i.e. From 24.07.19 to 23.07.21)-Reg.**

Sealed quotations (in Two-Part bid system as explained below) are invited from leading Milk processors for supply of Milk as detailed below:

**1) Milk Specifications:** Toned, Pasteurised, Homogenised Buffalo milk with minimum 3% fat, 8.5 % SNF and Density of milk 30 or above on Lacto Meter.

**2) Quantity:** Approx daily requirement is as under. Quantity may vary from month to month. Monthly indent will be given by e-mail.

S.No	Supply Points	Average Quantity Per Day on Week Days(302 days)	Quantity Per Day on Sundays & Holidays(63 Days)	Nature of Packing
1.	Works Canteen	840 liters	40 Liters	Loose Milk in 40 liters SS cans
2.	Staff Canteen	400 Liters	0 Liters	Loose Milk in 40 liters SS cans
3.	Hospital	40 liters	40 Liters	In One Liter Sachets
<b>Total quantity required Per Day</b>		<b>1280 Liters</b>	<b>80 Liters</b>	

It is reiterated that milk has to be compulsorily supplied to Staff, Works Canteens in **Stainless Steel Cans** and to Hospital in **One Liter Sachets** as detailed above.

**3) Delivery :** Door delivery at Works Canteen, Staff Canteen and BHEL Hospital between 21.00 hrs to 22.00 hrs daily. Supplier shall arrange for required number of SS Cans of food grade (around 65Nos) at his own cost to facilitate delivery on first day and collection of empties the following day. All cans should bear his company logo and no rent will be payable by BHEL for the cans.

Three (3) copies of delivery challans (DC's) are required at each of the above THREE delivery points. DCs for Works Canteen, Staff Canteen & Hospital should be got endorsed by the CISF personnel at the gate. Supply points and quantities are liable to revision if necessary.

Works Canteen is located inside the Factory premises and Staff canteen is located inside Admn. Building Compound. Hospital is located in the BHEL Township premises. The tenderer is advised to visit all three delivery points before submitting the tender.

**4) Pre-Qualification Criteria:-**

(a) Tenderer should presently be processing minimum **25,000** Liters per day of liquid milk at a **processing plant registered on the tenderer's name or on lease / rent and located within 100 KMs distance (approx.) by road from BHEL, Main gate, Lingampally.** Documentary proof of processing minimum 25,000 liters per day (LPD) of Liquid Milk from related Govt. authority OR a declaration to the effect that the tenderer is presently processing 25,000 liters of liquid milk per day in the form of Notarised affidavit on Non-judicial stamp paper of requisite value to be enclosed. Documentary proof of location of the processing plant to be enclosed with the Technical Bid in the form registration deed, lease deed or rent agreement etc. BHEL reserve the right to inspect the installation.

b) Enclose a DD for Rs 1000/- (Rupees One Thousand only) drawn on any Nationalised bank / scheduled Banks and payable to BHEL, towards non-refundable Tender cost.

c) Proof of any two bulk supplies made ( i.e. not below 200 liters per day) for at least 3 Months months during the last 18 months period.

d) The average financial turnover during the last 3 years ending 31<sup>st</sup> March of previous financial year, should be minimum of Rs.75 lakhs. In case non-submission of turnover for that year shall be taken as 0 (zero). The last year turnover is compulsory, failing which is considered as rejected tender.

e) Copy of GST registration certificate in Telangana State.

f) Copy of income Tax PAN No.

g) Copy of Chartered Accountant certified profit and Loss statement and Balance Sheet for the last 3 financial years along with corresponding IT returns.

h)“The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firm shall be rejected. The list of banned firms is available on BHEL website [www.bhel.com](http://www.bhel.com)”.

**Format -1** should be filled up in all respects and submitted along with all enclosures mentioned therein, in a sealed envelope superscribed **‘Technical Bid/Envelope No. 1’.**

**Technical bids received without the above requirements will be rejected summarily.**

**Other requirements :**

**5) Rate :** Please mention MRP per liter (as printed on the sachets) followed by percentage discount offered and discounted rate per liter inclusive of all taxes and other expenses for delivery at THREE points as above. Please fill up **FORMAT-2** and enclose it in a separate envelope superscribed **‘Price Bid / Envelope No. 2’.** Since the quantity required to be supplied in sachets is negligible when compared to the quantity to be supplied in cans, it is requested that **ONE common rate should be mentioned for the milk supplied at all THREE supply points.**

**6) Price Variation Clause (PVC) :** (a) any increase/decrease in MRP during the contract period shall be accepted on submission of support documents with proof.

(b) Atleast two reputed/major dairies in Hyderabad shall increase their MRPs during the said period. Price revision notice/circulars etc. from the reputed/major dairies shall be submitted for claiming PVC.

(c) To arrive revised rate of supply, the % of discount quoted will be applied on revised MRP.

**7) Period :** Order will be placed for a period of TWO Years (i.e.24.07.2019 to 23.07.2021).  
However, BHEL reserves the right to terminate / short close the order earlier, in case quality / timings etc are not maintained.

**8) Penalty :** Delivery of required quantity of milk at the three delivery points namely Works Canteen, Staff Canteen and Hospital should be complete the delivery by 22.00 hours daily. In case of delayed delivery at the respective points as stated above, BHEL reserves the right to reject the complete quantity or accept the full or lesser quantity as compared to the quantity ordered for that day.

**9) Risk Purchase:**

BHEL authorities will inspect all the supplies after receipt of the milk at BHEL and are liable to be rejected if found unfit for consumption in any other way. In such case at the discretion of BHEL may procure the milk by invoking Risk Purchase.

Further BHEL reserves the right to invoke risk purchase, if the successful vendor fails to supply milk within the stipulated delivery time and date. or due to Quality issues. BHEL reserves the right to procure the same or equivalent quantity of Milk from alternative source at vendors risk, responsibility and cost. Any extra cost incurred in the procurement of the milk or milk products from alternative sources will be recovered from the immediate next bill of vendor.

**10) Testing :** Milk Test certificate to be arranged by supplier from NABL accredited lab Once in a month for Fat, SNF, Chemicals, Detergents & Oils etc, for claiming monthly bills. BHEL reserve the right to send the samples for testing for the above parameters as and when feel necessary. Monthly One test certificate is required for releasing payment for the supplies made.

**11) Payment :** The vendor has to submit a consolidated bill for each calendar month and payment will be made by EFT (Electronic Fund Transfer) within 15 days from the date of invoice along with all relevant enclosures. Any taxes / duties as applicable will be deducted at source.

No interest shall be payable by BHEL on earnest money or security deposit or any money due to the contractor by BHEL.”

**12) Reverse Auction (RA):** BHEL reserves the right to go for Reverse Auction instead of opening the sealed envelope price bid submitted by the bidder. This will be decided after Techno-Commercial evaluation. All bidders have to give their acceptance for participation in the Reverse Action. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. (RA guide lines enclosed)

**13) Settlement of Disputes:** Except as otherwise specifically provided in the Contract, all disputes concerning questions of the facts arising under the Contract, shall be decided by the Purchaser, subject to written appeal by the Seller to the Purchaser, whose decision shall be final.

Any disputes or differences shall to the extent possible be settled amicably between the parties thereto, failing which the disputed issues shall be settled through arbitration. The seller shall continue to perform the contract, pending settlement of dispute.

**14. Arbitration & Conciliation:**

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, 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, then, either Party may be a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause, the seat of arbitration shall be at Hyderabad.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of Clause \_14\_ above, the Courts at Sangareddy, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and / or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either party in terms of this Contract.

**15) Applicable Laws and Jurisdiction of Courts:** This agreement shall be construed and interpreted in accordance with the laws of India and shall have exclusive jurisdiction of Sangareddy / Hyderabad Courts, Telangana State, India.

**16)** Both envelopes prepared and superscribed as above should together be placed in a large envelope, sealed and addressed to the undersigned and be dropped in the tender box placed at Vendor Complex, BHEL, R.C. Puram near Administrative Building by 11.00 Hrs on **10.07.2019**. Technical bids (envelop No: 1) will be opened at 13.30 Hours on **10.07.2019** and price bids (envelop No: 2) of technically suitable parties will be opened on a subsequent date with due intimation through e-mail only. Further vendors are requested to submit their e-mail id along with the technical bids.

Bidder can also submit offer through email at his own risk. The offer to be submitted in two part. Technical offer to be submitted to [technicalbid@bhel.in](mailto:technicalbid@bhel.in) and price bid to be submitted to [pricebid@bhel.in](mailto:pricebid@bhel.in) interchanging the information in the mails may lead to rejection of the offer. Supplier shall have no claim on e-mail offers sent on any other e-mail id. BHEL is no way responsible for non-receipt of offers sent through email due to server break down / Interned failure / transmission error etc. In case of e-mail offers vendor name, address including contact details shall be mentioned in the mail, subject should contain Enquiry No. and due date.

Vendors are requested to refer to BHEL web site periodically as no separate notice through newspapers will be issued in case of any corrigendum.

BHEL has the right to accept or not to accept any tender or cancel the tender without assigning any reason, in the absolute interest of the Company.

For & on behalf of BHEL,

Encl : Format 1 & 2

(K Phalaksha)  
Sr. D G M/HR-Canteens  
Ph : 040 – 23185353

## **Format 1 – TECHNICAL BID**

(To be printed on vendor's letter head)

<b>Sl. No.</b>	<b>Description</b>	<b>Particulars required/enclosed</b>	<b>Check &amp; tick for documents enclosed</b>
1.	Name of the Firm/Company with complete postal address		
2.	Contact officials name & telephone no. & E-mail id	Contact person Name : Telephone number : Cell Number : E-mail id :	
3.	Address of processing plant	(Documentary proof to be enclosed)	
4.	Processing capacity	Minimum 25,000 litres per day of liquid milk (Documentary proof to be enclosed)	
5.	Other documents to be enclosed	(a) Copy of VAT/GST registration certificate	
		(b) Copy of Income Tax PAN No.	
		(c) Copy of Chartered Accountant Certified P&L statement and balance sheet for the latest three financial years along with corresponding IT returns and IT computation.	
		(d) Proof of any two bulk supplies made (i.e. not below 200 liters per day) for at least 3 months during the last 36 months period.	
		(e) Enclose a DD for Rs.1000/- (Rupees One thousand only) drawn on any nationalised bank and payable to BHEL, towards non-refundable processing charges (including where documents are downloaded through BHEL web site). Bids received without the DD will be rejected summarily.	

We accept to supply the specified product ie., Toned, Pasteurised, Homogenised buffalo milk with minimum 3% fat & 8.5 % SNF and we accept all terms and conditions mentioned in the NIT.

NOTE: All the supporting documents have to be self-attested with seal.

Place :

Date :

(Signature of Authorised Signatory  
with name and stamp)

## **Format 2 – PRICE BID**

(To be printed on vendor's letter head)

Name of Unit / Firm / Comapny :  
with full postal address & E.mail ID

<b>Rate per litre of liquid milk</b> inclusive of all taxes and overheads as delivered to BHEL  (Rs. in figures)		<b>Rate per litre of liquid milk</b> inclusive of all taxes and overheads as delivered to BHEL  (Rs. in words)	
M.R.P		M.R.P.	
Discount %		Discount %	
Net Rate		Net Rate	

NOTE : If there is a discrepancy between words and figures, the amount in words shall prevail.

Price will be valid for 90 days from opening of Technical Bid.

(Signature of Authorised Signatory  
with name and stamp)

Place :  
Date :