



Bharat Heavy Electricals Limited
Heavy Electrical Equipment Plant, Haridwar-249403
Office of Guest House

Tender Document

Name of Item: "Contract for supply of milk in 0.5 Ltr poly pack to different Guest Houses and Main Hospital of BHEL Haridwar"

Tender Enquiry No.: BHEL/HEEP/GHX-MDX/19-20/Milk DT 10.09.2019

Due date of Tender Opening: 23.09.2019

Type of Bid: Two Part

Place of Submission of Tender / Bid:

***Tender Room, Purchase Deptt., 4th floor,
Main Administrative Building, HEEP
BHEL Haridwar-249403 (Uttarakhand)***

Contact Person: B. D. Sharma, DGM/GHX

Contact Address: Trishul Guest House, BHEL (HEEP), Haridwar-249403

Email: bhudatt@bhel.in, ajendra@bhel.in

Phone: 01334-28-1483, 284688, 285249

Fax: 01334-225173

Document downloaded from www.bhel.com/www.bhelhwr.co.in

Note: All corrigenda / addenda / amendments / time extensions / clarifications, etc. to the tender will be hosted on our website i.e. www.bhel.com/www.bhelhwr.co.in only and will not be published in any other media. Bidders should regularly visit above website to keep themselves updated.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Details of Tender Document

The Tender document has been detailed as follows:

Part-I (TECHNO-COMMERCIAL BID)

1. Notice Inviting Tender (NIT)
2. Details of Bid & Bidder (To be filled by bidder)
3. General Terms & Conditions of Tender
4. Pre-Qualification Requirements (PQR)
5. Scope of Work, Technical Terms & Conditions and Bill of Quantity
6. Special terms & conditions
7. Un-price Price Bid
8. Check List
9. Acceptance/ No Deviation Certificate

Part-II (PRICE BID)

8. Price Bid

I/We agree with the above

Signature of Bidder/Contractor with Stamp



NOTICE FOR TENDER (NIT)

BHARAT HEAVY ELECTRICAL LIMITED
HEEP, Haridwar-249403 (UTTARAKHAND)

Name of Dept	Guest House (C&PR)		
Phone	01334-281483, 284688	Fax	01334-225173
Email Address	bhudatt@bhel.in , ajendra@bhel.in		
Contact Person	B. D. Sharma, DGM/GHX		
NIT Key.	2019002	Dated	10.09.2019
NIT No.	BHEL/HEEP/GHX-MDX/19-20/Milk DT 10.09.2019		
NIT No. on www.bhel.com			
NIT No. on www.bhelhwr.co.in			
Type Of Tender	Open		
Tender Cost (in INR)	NIL for tender downloaded from website		
EMD (in INR)	Nil		
Period of completion of work	12 Months		
Two Part Bid /single bid	Two Part Bid		
NIT Value (in Rs.)	Rs 1001662/- (GST extra if applicable)		
Last Date of Sale of Tender	21.09.2019	Time :	04:30PM
Last Date of submission of Tender	23.09.2019	Time :	01:45PM
* Date and Time for opening of Technical Bid	23.09.2019	Time :	02:15PM
Place Of submission of Tender	Tender Room, Purchase Deptt., 4th floor, Main Administrative Building, BHEL , HEEP, Haridwar-249403 (Uttarakhand)		

* In case of two part bid, date of opening of Tender means the date of opening of Techno-commercial bid. However date of opening of price bid shall be intimated to technically qualified parties. If the due date of tender opening happens to be a holiday, the tenders will be opened on the next working, except Tuesday/Friday.

Name of Item: “Contract for supply of milk in 0.5 Ltr poly pack to different Guest Houses and Main Hopital of BHEL Haridwar”

Contracting Executive Name: B. D. Sharma
(DGM/GHX)

Date: 10/09/2019

1. BHEL reserves the right to accept or reject any/ all application(s) without assigning any reason thereof.
2. If any document submitted by tenderer found false at any stage, the tender/ work order will be cancelled immediately and the financial loss to BHEL if any in making alternative arrangement will be recovered from the contractor.
3. BHEL will not be responsible for the loss or delay of tenders in transit in any case.
4. All further corrigenda, addenda, amendments, time extensions, clarifications & etc. to the tender, if any shall only be notified on BHEL websites (www.bhel.com / www.bhelhwr.co.in) as applicable.
5. For detailed instructions/information refer the tender document on BHEL website.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Details of Bid & Bidder (To be filled by bidder)

(a) **Bidder Offer No.:** _____ **Date:** _____

(b) Legal Name of the bidder as in GST registration: _____

(c) GST registration No. _____

(d) State _____

(e) Place of business _____

(f) Category of registration under GST (i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme):

(g) Address of the Bidder: _____

(h) Contact No. of the Bidder: _____

(i) Email Id of the Bidder: _____

I/We agree with the above

Signature of Bidder/Contractor with Stamp

General Terms & Conditions

Clause 1.0 – Tender submission

The tenders have to be submitted in **TWO PARTS (Envelopes)** as described below on or before the due date and time of tender opening:

- a) Part-I : Techno-Commercial Bid & Pre-qualification Requirements(PQR)
- b) Part-II : Price Bid.

Any corrections / amendments shall be properly & fully authenticated with signature.

BHEL will deal directly with the manufacturers / principal vendors and no correspondence with the agents will be entertained. The agents will not be permitted to visit / interact with BHEL on behalf of their principals. Subsequently also, no correspondence of any type will be made with any agent. (All individuals / companies - representing / Advisor /retainership basis or claimed to be part time employees for many OEMs / claiming to be channel or business partner for BHEL work / stockiest not registered specifically etc are Agents). Communications with only those agents who have submitted agency agreement with their respective principal may be done.

Agents 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.

The bidders will have to submit ink-signed offer / bid in original directly to BHEL. In case the bid is submitted by FAX / email, the bidders shall simultaneously ensure submission of ink-signed original bid to BHEL also in the manner prescribed in the tender. However, in case of e-tender ink signed offer is not required. **Unsigned bids shall be ignored.**

The suppliers or their authorized person may be allowed to attend the tender opening (if applicable), if duly authorized by their principals, through a specific letter for a particular enquiry for specific price bid opening on that particular day. General authorization letter is not acceptable. However, in case of e-tender, vendor should see the tenders of others on the opening date only. Thereafter, the respective window will get closed.

Clause 1.1

The Techno-commercial offer and PQR in (Part-I) shall comprise of following:

- i) Point wise reply to all the points mentioned in Pre- Qualifying Requirement specified in the tender.
- ii) Relevant documents as requested in Pre-Qualifying Requirement must be attached.
- iii) Complete Technical offer.
- iv) Catalogue of the Equipment, Complete reference of the past supply of equipment for the same or similar specification giving details of customer with Name of the contact person, Fax no, phone no, E-mail if available.
- v) Acceptance of commercial terms by vendor as mentioned in tender
- vi) Deviation with reference to specification to be laid down on separate sheet.
Cost of deviation is to be submitted along with the price bid essentially. In case vendor withdraws the deviation clauses the same will be considered for final evaluation,

I/We agree with the above

Signature of Bidder/Contractor with Stamp

vii) Copy of price Bid (without prices) (for physical tenders only).

viii) Any additional documents (please specify).

While submitting the offer (for physical tenders), following points are to be taken care of by the vendor:

- **Documents submitted with the offer/bid by the bidder (Original Registered Supplier) shall be ink signed and stamped in each page by authorized representative of the bidder.**
- **In case the bid is submitted by FAX, the bidder shall simultaneously ensure submission of ink signed and stamped (in each page) original bid to BHEL.**
- **If the documents are received in soft form, the same should be transmitted through vendor's authorized e-mail followed by the signed and stamped copy of the same documents.**
- **Documents not signed and stamped in each page by the authorized signatory of the bidder, shall not be accepted and considered for evaluation of the bid.**

Clause 1.2

The Price Bid in (Part-II) shall comprise of following:

- i) The price Bid (with price) for the complete scope strictly as specified in the price Format attached as Annexure- B.

If price bid is not submitted along with Part-I bid, the offer will be rejected out.

Note:

If in a price bid, non-conformities /errors /discrepancies are observed between the quoted prices in figures and that in words the following guidelines will be followed: -

- a) If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) If there is such discrepancy in an offer, the same is to be accepted by the bidder by a target date and in case the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- e) **The evaluation of tender shall be on the basis of net price of milk per liter after discount on MRP.**
- f) Indigenous suppliers: Vendors to quote rates on FOR destination (BHEL Haridwar) basis. If any bidder still quotes on other than FOR destination basis, then their offer will be loaded by maximum freight, packing
- g) Insurance during transportation shall be taken care of by BHEL.
- h) The bidder shall clearly indicate HSN (Harmonized System Nomenclature) / SAC (Service Accounting Code), its description and applicable rate of GST for each item in the techno-commercial bid.
- i) The comparison between bids shall be done based on the **Total Landed cost at Destination** basis.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Clause 2.0 – Tender Opening:

a) Offer should be complete in all respect (i.e. Part-I & Part-II) as described below:

Part I : Part I bid comprising EMD (if applicable) or MSE Certificate towards exemption of EMD, Pre-Qualifying Requirement (PQR) and Techno-commercial bid as mentioned above.

Part II : Part II bid comprising Price Bid.

b) The tenders shall be opened in TWO PARTS (Part-I & Part-II) as described below:

- Part-I containing EMD (if applicable) or MSE Certificate towards exemption of EMD, Pre- Qualifying Requirement (PQR) and Techno-commercial bid will be opened on the date and time specified in the tender cover page, in the presence of those vendors, who wish to attend the tender opening.

- Part II containing Price Bid will be opened on a separate date for those vendors who have qualified in the Part I.

The opening date of Part II will be intimated in advance to the vendors qualified in Part-I.

- In the event of BHEL calling for supplementary bid, the part-II price Bid along with supplementary priced bid (if necessary) will be opened at a later date of only those bidders who have qualified in the Part I. The opening date of Part II along with supplementary price bid (if necessary) will be intimated in advance to the vendors qualified in Part-I.

BHEL reserves the right to evaluate vendor’s process capability / quality systems etc. by visiting vendor works (if required)

Clause 3.0 – Superscription on envelopes (in case of physical tenders only):

The following shall be super scribed on the envelopes:

PART-I

1. TENDER NO. AND ITEMS DESCRIPTION
2. DUE DATE FOR OPENING.
3. PRE- QUALIFYING REQUIREMENT (PQR)
4. TECHNOCOMMERCIAL BID

PART-II

1. TENDER NO. AND ITEMS DESCRIPTION
2. DUE DATE FOR OPENING OF PART-I
3. PRICE BID

Clause 3.1:

The Part-I & part-II shall be individually sealed and super scribed as indicated above and shall be enclosed further in the envelop duly sealed and super scribed as:

“TENDER FOR (ITEM NAME) AGAINST TENDER NO.----- DUE ON -----
CONTAINING PART-I & PART-II OF THIS OFFER.” Vendor’s full name and address should be clearly mentioned on the envelope and shall be addressed to:

To,

DGM (GHX)
HEEP, BHEL,
Hardwar- 249403

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Clause No. 4:

As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Haridwar is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL)

Address for sending the offer:

The offer should be sent to address as below well in advance so that it reaches before or on due date and time through registered post or in person.

In charge, Tender Room, Purchase Deptt., 4th floor, Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand).

Note:

- 1. In case of any ambiguity between any clause of “General Terms & Conditions” and “Special Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity” the clause of “Special Terms & Conditions, Scope of Work and Technical Terms & Conditions” shall prevail.**
- 2. Canvassing in any form, in connection with the Tender is strictly prohibited and such Tenders are bound to be rejected. All information furnished is taken to be authentic by the bidder for evaluation of Tender priorities. Should any information found to be incorrect subsequently, at any later stage, the Tender / Contract shall be rejected / terminated and the / action as per BHEL Policy, rules & prevailing Guidelines shall be taken.**

3. Arbitration

All disputes between the parties to the contract arising out of or relating to the contractor other than those for which the decision of the Engineer-In-charge / Accepting Officer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract, the other party be referred to the sole arbitration of DGM/Sr. Manager or any other officer of BHEL in his sole discretion unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work or the determination of the contract. The venue of arbitration proceedings will be at Haridwar. The arbitrator shall have the power to extend, from time to time, the time for making his award with the consent of the parties. The award of the Arbitrator shall be final, conclusive and binding on both the parties to the contract. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Haridwar court. The Administrative Head of HEEP Unit of BHEL, Haridwar, shall appoint the Arbitrator. No person other than a person so appointed shall act as Arbitrator.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

4. Risk Purchase Clause

In case of delays in supplies / defective supplies or non-fulfilment of any other terms & conditions given in the work order the purchaser/contracting executive may cancel the work order in full or part thereof and may also make the purchase of the material / service from elsewhere / alternative source at the risk and cost of supplier. Vendor/Contractor does not agree to above clause; their offer is liable to be rejected. In case any vendor/contractor accepts risk purchase clause initially and subsequently declines to honor the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL.”

5. Fraud Prevention Policy

The Bidder along with its associate / collaborators / 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 fraud or suspected fraud as soon as it comes to their notice”.

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

6. 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”.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Certificate of Goods and Service to be furnished by Contractor with each bill / invoice

We hereby undertake that:

1. Goods and Service Tax charged in the following Invoices / Bill Numbers are in compliance with the provision of GST Act & Rules prevailing thereon:

Sl.No	PO No / Work Order	Invoice No	Invoice date	GST Amount

2. Goods and Service Tax charged in the Bill / Invoice shall be paid by us within due time.
3. Any liability due to any delay / default in payment of GST, return filling or any other NON-compliance under GST Law / Rules, shall be to our account.
4. In the event of any non-compliance on our part, We indemnify BHEL for any financial burden / loss on account of GST / interest / penalty.
5. We give our consent to BHEL to recover any such financial burden if arises on BHEL due to any non-compliance from any outstanding bills. In the event of Nil outstanding, same shall be paid by us to BHEL.
6. In the event of any such default, we agree BHEL to pay all future GST reimbursement after verification of GST compliance under the law.
7. We understand that this arrangement shall be valid till the credit of Input Tax Credit (ITC) is available without online validation or further amendment if any affecting admissibility of ITC to BHEL.

Signature of Authorized Signatory (with seal)
GST No:

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Pre-Qualification Requirements (PQR)

Name of Item: Contract for supply of branded (single toned) milk in 0.5 liter poly pack to different Guest Houses and Main Hospital of BHEL Haridwar

1. Brand of supply of 0.5-liter poly pack milk (single tone) should be one of the following brands available locally
 - a) Mother Dairy
 - b) Amul
 - c) Gopaljee Ananda
 - d) Paras
 - e) Nova
 - f) Param
 - g) Aanchal
 - h) Madhusudan
 - i) Patanjali
2. Bidder should submit Proof of registration with GST if applicable.
3. Bidder should submit Copy of PAN registration card.
4. The bidder should be a reputed supplier with a good premises/shop/office.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Name of Item: Contract for supply of branded milk (single toned) in 0.5 liter poly pack to different Guest Houses and Main Hospital of BHEL Haridwar.

I. SCOPE OF Supply

Contract for supply of branded milk in 0.5 Ltr poly pack single toned to different Guest Houses and Main Hospital of BHEL Haridwar.

II. TECHNICAL TERMS AND CONDITIONS

Type: Supply of milk in 0.5 Ltr poly pack single toned

Period: 1 years

Place of Supply:

- (1) Trishul Guest House
- (2) Shivalik Guest House
- (3) Neelgiri Guest House
- (4) Main Hospital, Haridwar

Requirement:

1. Milk of good quality of some reputed brand shall be supplied in half litre poly pack.
2. The daily requirement shall be taken from the Guest house and Hospital one day in advance by respective stores Incharge of guest house and hospital.
3. The time of delivery shall be around 6:00 AM daily.
4. Milk shall be delivered at all the Guest Houses and Hospital by the supplier's vehicle.
5. The approximate daily requirement of the milk is as below

a. Trishul Guest House (Ph. 28 5255), Sector-V-A, BHEL Haridwar	– 20 lit. / day
b. Neelgiri Guest House, (Ph.28 5544), Sector-V-A, BHEL Haridwar	– 10 lit. / day
c. Shivalik Guest House, (Ph.28 5264), Sector-III, BHEL, Haridwar	– 08 lit. / day
d. Main Hospital (Ph. 28 4225) BHEL, Haridwar	– 25 lit. / day
Total Quantity (approximate)	= 63 litre/day

III. SPECIAL TERMS AND CONDITIONS

1. During the tenure of the contract,

- a) The discount offered by the contractor on MRP shall remain firm throughout the tenure of the rate contract.
- b) The rate Contract shall be for one year from the date of award of Contract.
- c) The Contractor shall not assign or sublet or subcontract this purchase order or any part thereof to any third party in any circumstances.
- d) The annual milk requirement may reduce or increase by 5%.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

- e) If for some reason, the requirement is either very high or very low /nil on a particular day, all efforts shall be made to inform the contractor one day in advance.

2. Penalty

- a) In the event of any failure on the part of the vendor, to supply the milk till 7:30 am every day Rs 100/- per day would be deducted from the bill.
- b) If due to some reasons, milk is not supplied on time and alternative powder milk or any other milk substitute was used in place of it, then the extra amount spent on it shall be deducted from the bill of the milk supplier.
- c) If the supplied milk is found less than standard by any means or if it gets spoiled on boiling or found with foul odor, then the supply of milk shall be rejected and the powder milk or milk from local shop shall be used in its place. The difference of amount shall be borne by the milk supplier and shall be deducted from the bill of the milk supplier. The amount of rejected milk quantity will also be deducted from the bill of the milk supplier.

3. Evaluation Criteria

- a) BHEL Haridwar shall carry out detailed evaluation of the techno-commercial bids, and shall visit the premises/shop/office of the bidder to determine that the requirements set forth in the techno-commercial bid specifications are met. BHEL Haridwar may reject the techno-commercial offer based on the evaluation.
- b) In case of any deviation, BHEL Haridwar may accept or reject the deviations sought by the bidder(s).
- c) Based upon the evaluation, the techno-commercially acceptable bidders will be determined. BHEL reserves the right to reject any bidder without assigning reason for the same. Price Bids of only technically qualified bidders shall be opened.

4. Finalization of Award

Based on the outcome of Price Bid Opening, the bidders would be ranked from L1 position in ascending order based on net price of milk per liter after the discount on MRP. The contract will be awarded to the L1 bidder only.

5. Termination/ Extension of Subscription

- a) BHEL Haridwar reserves the right to terminate the contract at its own discretion by giving 15 days' notice to contractor.
- b) The period of contract will be one year, which may be extended for further period of one year with mutual consent on same terms and conditions.

6. Payment Terms

- a) The discount if offered by contractor on MRP shall remain firm throughout the tenure of the rate contract.
- b) The contractor shall raise challan for daily supply for each location.
- c) The contractor shall raise a GST compliant bill at the end of each month against delivery challans separately for supply of each location (i.e. separate monthly bill for each Guest House and Main Hospital). The payment will be made within 30 days after submission of bill with all supporting documents, through electronic mode. Applicable taxes/ GST etc., shall be payable at actual against documentary evidence/ self-certification.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

7. Additional Condition of Security Deposit and EMD

- a) The total amount of Security Deposit shall be – NIL
- b) The total amount of EMD shall be - NIL

SIGNATURE OF BIDDER WITH SEAL

NAME:

DESIGNATION:

COMPANY:

DATE:

I/We agree with the above

Signature of Bidder/Contractor with Stamp

UPRICED PRICE BID

Sir,

As per your requirement of supply of milk at BHEL Guest Houses and Hospital, our offer is as below

Name of the Brand for poly pack single toned Milk 0.5 liter

SI no	Description	MRP (Rs)	Percentage Discount on MRP (%)
1.	Toned Milk 0.5 litre quantity (single toned)	XXXX	XXXXXXX

Thanking you

For and behalf of

M/s

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Check List

S. No.	Details of Criteria	Yes/No	Please fill the Detail / Remarks / Reference of documents attached in support of each point
1	Tender Fees (if applicable)	Nil	
2	EMD (if applicable)	Nil	
3	Ink Signed & stamped on each page of Techno-commercial bid		
4	Ink Signed & Stamped on each page of supporting Document		
5	Ink Signed & Stamped on both sides of Techno-commercial Bid and Supporting documents if print / photocopy has been taken on both sides of the paper		
6	Price Bid (Part-II) kept in a separate envelope		
7	MSME Documents (if applicable) notarized or attested by a Gazetted officer		
8	Valid Competency certificate as per PQR (if applicable)		
9	Copy of GSTIN Certificate (if applicable)		
10	Copy of PAN card		

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Acceptance/ No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender. Or we hereby accept all terms and conditions of the above tender except the following: (Give reference to Clause Nos. of Terms & Conditions which is not acceptable)

- 1.
- 2.

Note: Any deviation specified elsewhere in the tender shall not be considered. Deviations may or may not be accepted by BHEL.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

PRICE BID – PART-II

Sir,

As per your requirement of supply of milk at BHEL Guest Houses and Hospital, our offer is as below

Name of the Brand for poly pack single toned Milk 0.5 liter

Sl no	Description	MRP (Rs)	Percentage Discount on MRP (%)
1.	Toned Milk 0.5 litre quantity (single toned)		

Thanking you

For and behalf of

M/s

I/We agree with the above

Signature of Bidder/Contractor with Stamp