



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI 620014
HRM - CANTEENS

Ref - BHEL:HRM:CANT:BUN&BREAD TENDER:2020-21

Date: 07/03/2020

To

Sir,

Sub: Supply of **BUNS** (50gms) and **BREAD LOAVES** to BHEL Canteens for **ONE YEAR** from **01/05/2020 to 30/04/2021** – Reg.

BHEL Canteen requires approximately **14500 Buns (Each 50 gms) per week & 25 Kgs of Bread per Week** to be supplied for a period of one year. Required quantity may vary based on our actual requirement and Quantity mentioned in the purchase order shall be final. Normally the supply shall be made daily except Sundays & holidays. We have enclosed necessary tender documents towards the same. We request you to quote your most competitive firm rate valid for one year from 01/05/2020 to 30/04/2021 for the supply of Buns & Bread to BHEL Canteens. **Kindly note that Tender will be evaluated based on cumulative package value of Bun & Bread.**

Tender will be in two part bid basis. Please note that the duly filled Technical bid in with the model format along with the necessary documents should be kept in **Separate cover** neatly wax sealed with suitable superscription on the top of wax sealed cover as **“Technical bid for supply of Bun & Bread 2020 – 2021”**. The duly filled Price bid in with the model format should be kept in **Separate cover** neatly wax sealed with suitable superscription on the top of wax sealed cover as **“Price bid for supply of Bun & Bread 2020 – 2021”**. Both the covers should be kept in a **single cover** neatly wax sealed with suitable superscription on the top of wax sealed cover as **“Tender bid for supply of Bun & Bread 2020 – 2021”**. Sample of 2 No's of Bread loaves packet weighing ½ Kg each and 10 No's of 50 gms Bun each should be submitted along with Technical bid & Prices on or before the due date. Samples less than above mentioned qty will not be accepted

Tender should be addressed to The Tender Opening Cell / MM, Room No: 26, Ground Floor, Bharat Heavy Electricals Limited, Trichy – 620 014 **on or before 14:00 Hrs on 28/03/2020** thro Registered Post / Courier / Speed Post also in person. Technical bid will be opened on 28/03/2020 at 14:30 Hrs in the presence of available tenderers. After the evaluation, technical bids & sample both found acceptable alone will be considered for the Price bid opening and Price bid opening schedule will be intimated later through email. BHEL may place order on the lowest package value quoted vendor and the rate is valid for a period of one year i.e. from **01/05/2020 to 30/04/2021**.

We request the tenderers to go through the enclosed terms & conditions and abide all the conditions without fail. Tenderers who do not comply with any of the stipulated conditions will not be considered and their offer will be summarily rejected.

Kindly note that Technical bid & Price bid should be followed by the below mentioned quote and duly signed under.

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

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

Thanking you.

Yours faithfully,

For BHARAT HEAVY ELECTRICALS LIMITED,


07/23/2020
(A Babu)
DGM (HR – IR & Canteen)

TERMS AND CONDITIONS

1. Against tender floated inviting bids for the year 01/05/2020 – 30/04/2021, tender should be submitted in two parts viz., a) technical bid (enclosing samples & Necessary documents) and b) price bid in separate covers sealed with wax only, super scribed with the Enquiry No, Date and Description on the top of the cover and addressed to The Tender Opening Cell, Room No: 26, Building – 24, Ground Floor, Bharat Heavy Electricals Limited, Tiruchy - 620014 on or before the time and last date for submission as indicated in the tender Enquiry. These documents should be sent either by Registered post / Speed Post / courier / also in person to the above said address.
2. Tenderer should use his own company letter head for submission of technical and price bids strictly as per the model format given by us and should affix their official seal and signature in both the documents. The subject matter in the technical bid as well as in the price bid must be duly typed, legibly signed and also affixed with official seal. The bids submitted without proper letter head, without signature & official seal of the Company, covers not properly sealed with Wax will not be accepted and summarily be rejected.
3. The tender will be opened on the scheduled date and time mentioned in the tender document. **In case the tenderer would like to depute a representative, a suitable authorization letter should be sent at the time of tender opening.**
4. After opening the technical bid, documents will be verified and samples would be subject to necessary quality & taste test. The price bids of technically qualified vendors alone will be opened after getting approval from Competent Authority. The samples submitted along with the technical bid shall be Final and submission of re-sampling by the tenderers is not allowed.
5. It will be the responsibility of the successful tenderer to count & weigh the buns & breads properly. The breads & buns should be made of **first sort Maida** with first quality ingredients.
6. Each Bun & Bread loaves should be packed in a bio-degradable cover with manufacturing date, expiry date, ingredients details & company details. The Breads & Buns should be baked properly. Bread texture should be very soft and there should not be air holes/vacuum. Yeast should be added to the specified requirements. Breads over heated / roasted will be rejected and recovered from the supplier bills. The supply of breads should be fresh, flabby and free from fungus. **The Bun & Breads should have a Shelf Life of 3 Days.**
7. Successful supplier shall supply items/goods in conformity to the specifications, quality of the samples given at the time of bid submission. Further items/goods supplied shall always comply with in the standards prescribed under Prevention of Food Adulteration Rules 1955 or by other accredited governmental agency.
8. If bidder fails to supply entire or part of the items/goods as per clause 7, full quantity shall be replaced by the successful tenderer immediately and shall take back rejected stocks at his own costs.
9. Supplied items/goods should be in accordance with norms of Food Safety (FSSAI) act. If any deficiency is found by the food safety inspector, the supplier is fully responsible for the consequences.
10. During the contract period, if needed BHEL may select samples at random from the supplied items by the successful tenderer for testing the conformity of the supply with the standards specified in the Prevention of Food Adulteration Rules 1955.



11. In the event of the quality test conducting that the sample is NOT CONFORMING with the standards of Prevention of Food Adulteration Rules 1955, the unused items/goods will not be returned to the Tenderer. In such a case the rate for the already used will not be paid at the discretion of BHEL.

12. Moreover, any Tenderer failing in the quality test by more than once during their supply, will stand debarred from participating in any tender for a period of three years.

13. The Tenderer shall quote fixed rate for the entire contract period for the items to be supplied. The rate should include transport, handling, packing, Carton box cost, profit margin, GST, all taxes etc. and the delivery of the items at BHEL Canteen stores. Price quoted will be valid for entire period (year) only.

14. The payment for the supply of items shall normally be made within 30 days on receipt of the consolidated statement of Bills for the supply made by the supplier to BHEL canteen stores and the payment will be made only through EFT (Electronic Fund Transfer) mode.

15. The successful tenderer shall report at 08:30 AM and complete delivery of items/goods at our Canteen Stores on the scheduled date of supply before 10:00 AM. If the vehicle arrives late, the vehicle will be returned without accepting the supply.

16. The supply should be made in standard carton box / food grade plastic packing only. If there are any defects in the packing/package, the same is liable to be rejected. Date of Manufacture & Best before date to be indicated in each Bun & Bread cover.

17. It shall be the responsibility of the successful tenderer to weigh the items properly and count the bundles also before loading at their end for supply to BHEL Canteen Stores. Delivery challan/Credit bill in quadruplicate (4 Copies) should accompany the supply.

18. The successful tenderer shall also arrange his own transport and unload the entire quantity first in the Stores receipt area and after weighing each bag in the electronic balance of Canteen Store and then keep the bags inside the Store room and this only completes the process of delivering the supply of items at the canteen Store.

19. The delivery shall be made at BHEL Canteen stores/ Canteens (24,58 &19) as may be specified from time to time at the time of placing request for supply or Purchase Order, Delivery should be made strictly in terms of PO and any excess materials brought inside the Stores will not be returned at any cost and the same shall not be accounted for price calculations.

20. If the successful bidder fail to supply the materials as per the delivery schedule against our purchase order and if fails to make timely replacement, BHEL shall be entitled procure the same items/goods from open market and the difference in price including transport & handling charges incurred by BHEL for procurement from open market, shall be recovered from the pending bills of the successful tenderer and if still there are excess payable the same shall be paid by the successful bidder failing which BHEL shall be entitled to recover to the same together with interest at the rate of 18% p.a.

21. BHEL reserves the right to

- a) Increase or decrease the tendered quantity and split the tendered quantity among more than one tenderer and place orders accordingly in any proportion, based on commitment, requirement and supplier's capability in terms of delivery and quality.
- b) Negotiate or re-float the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons. The decision of BHEL in awarding the contract is final and BHEL reserves the right to reject any or all tenders without assigning any reasons.
- c) Negotiate the L1 rate.



d) In Case more than one bidder happens to occupy L-1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of L-1 bidders or their representatives. Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

e) **BHEL may place order on lowest cumulative package value of the quoted vendors, those who have responded for tender.**

22. Eligibility Criteria:-

1. Vendor must have minimum of 2 years' experience (Last immediate years)
2. Must have as average turnover of Rs.0.60 lakh per month for the last two financial years (2017-18 & 2018-19) (Auditor report & Profit Loss Statement / Proof to be attached)
3. Vendor must possess PANCARD, GST & FSSAI certificate.
4. Vendor must be within the radius of 150 Km from BHEL Trichy and which will be calculated using maps.google.com (Least distance will be taken for calculating the distance).
5. The quality of Bun & Bread will be checked by Sample evaluation committee. The committee's recommendation is final and binding.
6. Minimum Experience and Turnover criteria may be relaxed to MSE vendors as per the circular of Micro, Small & Medium Enterprises vide Ref – Policy Circular No.1(2)(1)/2016-MA dt 10/03/2016.

23. The tenderer should possess the correct address of the Firm / Shop, all requisite licenses, Tax Certificates, Registration Documents, etc., for supplying the items.

24. Bids received after the scheduled date and time will not be considered.

25. Clarification if any, before submission of the technical and price bids or any other queries, the tenderers are requested to kindly contact the Sr.Manager (HR – Canteen) or The Secretary, Canteen Managing Committee, HRM Canteens, HRM Department, BHEL, Tiruchy-620014.(Phone No: 0431-2577324 / 7067)

26. Bids submitted with more than one sample against a single item will be rejected.

27. 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. In case of discrepancy / difference in the rates quoted, the rate written in words shall be taken as price quoted.

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29. Any disputes arising out of any issues, decision taken by our Head of HR shall be final and binding.

30. These terms and conditions shall be applicable for the bids submitted every month during the entire year commencing from 01/05/2020 till 30/04/2021. However, BHEL reserve rights to add, cancel or modify the same at any time without assigning reasons.



31. Disputes or differences arising from this tender or in any manner connected therewith shall be subject to the following disputes resolution mechanism:

a) Any dispute shall initially be discussed amongst parties and settled amicably.

b) If no amicable settlement or if there is no scope for amicable settlement, then any party may refer the dispute to sole arbitrator to be nominated by the GM(HR), BHEL, Trichy. The place of arbitration shall be at Trichy. All arbitration proceedings shall be conducted in English in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

c) 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.

32. All disputes shall be subject to the exclusive jurisdiction of courts at Trichy.

33. i. 25% of the tendered quantity is earmarked for MSE suppliers (Manufacturers Only) as per the latest MSE guidelines. Since the contract cannot be split to multiple vendors, ordering will be on single source. In case after the bid opening it is seen that Non MSE has become L1, the full/ complete supply of total tendered value shall be awarded to eligible MSE vendor who matches the L1 price. The preference to the MSEs will be given in order of their ranking L1, L2, L3, etc. In case none of the eligible MSE vendors accept the L1 rate or no MSE vendor participates in the tender, total tendered value shall be awarded to L1 Non MSE vendor.

ii. If L1 is MSE vendor, total tendered value shall be awarded to L1 vendor.

iii. For availing MSE benefit, MSE vendor under manufacturer for tendered items should submit the following document along with Part-1 offer. Without producing of below documents, your offer will be considered as non-MSE category and not eligible for availing MSE benefits.

1. MSE (Micro and Small Enterprises only) vendor submitting UAM certificate (notarized or attested by a Gazetted officer) along with CA Certificate (As per Annexure-I) pertaining to latest completed financial year /

2. EM-II (notarized or attested by a Gazetted officer) with deemed validity of five years from the date of issue of EM-II /

3. EM-II (notarized or attested by a Gazetted officer) along with CA certificate (As per Annexure-I) pertaining to latest completed financial year /

4. NSIC Registered vendors with valid registration document.

Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for the enquiry if any deficiency in the above required documents is not submitted before the price bid opening. Documents should be notarized or attested by a Gazetted officer. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.

34. Fraud Prevention Policy: The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website 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.



Annexure - I**Certificate by Chartered Accountant on letter head**

This is to Certify that M/s
 (herein-after referred to as 'company') having its registered office at
 is registered under MSMED Act 2006,
 (Entrepreneur Memorandum No (Part—II)
 Dtd Category:(Micro/Small)). (Copy
 enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

- 1. For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building *and* the items specified by the Ministry of Small Scale Industries vide its notification No.8.0.1722(E) dated October 5, 2006:

Rs Lacs

- 2. For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs Lacs

(Strike off whichever is not applicable)

The above investment of Rs Lacs is within permissible limit of Rs..... Lacs forMicro / Small (**Strike off which is not applicable**) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (**Strike off which is not applicable**) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

MODEL FORMAT

TECHNICAL BID

(Following points to be typed in your letter head)

Vendor Ref No & date

In response to your tender enquiry Ref - BHEL:HRM:CANT:BUN&BREAD TENDER:2020-21 dt 07/03/2020, we are pleased to submit the following details with documentary proof & samples of Bun & Bread supply a period from 01/05/2020 to 30/04/2021.

SI No	Description	Details	Remarks
1	Experience		Proof Enclosed / Not enclosed
2	Turnover for 2017-18		Proof Enclosed / Not enclosed
3	Turnover for 2018-19		Proof Enclosed / Not enclosed
4	PAN No		Proof Enclosed / Not enclosed
5	GST		Proof Enclosed / Not enclosed
6	FSSAI		Proof Enclosed / Not enclosed
7	Distance from BHEL/Trichy		
8	Sample - 10 Nos. of bun (each 50 gms)		Sample Enclosed / Not enclosed
9	Sample - 2 Packet bread Loaves (Each 500 gms)		Sample Enclosed / Not enclosed

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

Signature of the supplier and seal of the firm

Mobile No.

Email ID

MODEL FORMAT

PRICE BID

(Following points to be typed in your letter head)

Vendor Ref No & date

The quoted rate for the supply of Bun and Bread is applicable for the Period from 01/05/2020 to 30/04/2021.

In response to your tender Ref - Ref - BHEL:HRM:CANT:BUN&BREAD TENDER:2020-21 dt 07/03/2020, we are pleased to offer the following most competitive and firm rate for the supply of Buns and Bread loaves to BHEL Canteens during the period **from 01/05/2020 to 30/04/2021.**

Sl. No (1)	Description (2)	Weekly Requirement (Approx) (3)	Unit (4)	Rate per Unit in Rs (5)	Rate in Words (in Rs)	Total Value in Rs (3 X 5)
A	Buns (50gms each)	14500	Nos	_____ Per No		
B	Bread Loaves	25	Kg	_____ Per Kg		
Total Package Value (A + B)						

Quoted rate is is inclusive transport, handling, packing, Carton box cost, profit margin, GST, all taxes etc. We are accepting all the terms and conditions of this BHEL tender without any deviation.

Signature of the supplier and seal of the firm

Mobile No.

Email ID

