

BHARAT HEAVY ELECTRICALS LIMITED  
RAMACHANDRAPURAM :: HYDERABAD-32.

(HR-CANTEENS)

NO:HR/CTX/MILK/2015-17

Dated : 03.04.2015

**Sub: Notice Inviting Tenders (NIT) for supply of Milk for the period from 01.05.2015 to 30.04.2017.**

Sealed Quotations (Under TWO part bid system as explained below) are invited from leading Milk Processors for supply of Milk as detailed below:

- 1) **Item (Specification)** : Toned Pasteurized, Homogenized milk with minimum 3% fat & 8.5% SNF.
- 2) **Quantity** : Approximately daily requirement is as under Quantity may vary from month to month . Monthly indent will be given by e-mail minimum one day in advance.

S.No.	Supply Points	Quantity Per day	Nature of Packing	Total Quantity Required per day
01	Works Canteen	1120 liters on weekdays and 240 liters on Sunday & Holidays	Loose milk in sealed 40 liter food grade SS/Aluminium Cans	1640 liters on weekdays & 240 liters on Sundays & Holidays
02	Staff Canteen	520 liters on weekdays	-do-	
03	Hospital	40 liters on all days including Sundays and holidays	In one liter sachets	40 liters on all week days including Sundays and holidays

It is reiterated that milk has to be compulsorily supplied to Staff & Works Canteens in Food grade **SS CANS/Aluminium cans** and to Hospital in **ONE LITER SACHETS** as detailed above.

- 3) **Delivery** : Door delivery at Works Canteen, Staff Canteen and BHEL Hospital between 2200 Hrs and 2300 Hrs daily. Supplier shall arrange for required number of food grade SS/Aluminium Cans (around 85) 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) are required at each of the above THREE delivery points. DCs for Works Canteen, Staff Canteen & Hospital should be 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 adjacent to the Admn.Bldg. Hospital is located at BHEL Township. 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 his processing plants 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 Notarized Affidavit on a 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 of registration Deed, lease deed or rent agreement etc. BHEL reserves the right to inspect the installation.
- (b) Enclose a DD for Rs.1000/- (Rupees One Thousand Only) drawn on any Nationalized Bank and payable to BHEL Hyderabad towards non-refundable processing charges (including where documents are downloaded through BHEL Web site)
- (c) Proof of any two bulk supplies made (ie. not below 200 liters per day for each supply) continuously for at least 3 months during the last 36 months period to be submitted.
- (d) The average financial turnover during the last 3 years ending 31<sup>st</sup> March of previous financial year, should be minimum Rs.75 lacs. In case of non-submission of turnover in any year the turnover for that year shall be taken as 0 (zero). The last year turnover is compulsory, failing which tender is considered as rejected.
- (e) Copy of VAT 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

**FORMAT-1** should be filled 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 Escalation Clause (PEC)** : In case MRP (as printed on sachets and as applicable to the general public ) is revised on any date after awardal of contract, then the percentage of discount mentioned above will be applied on the revised MRP to arrive at the discounted rate. In case MRP is revised, letter has to be submitted by the Vendor through registered post / speed post informing about the same as well as effective date. The revision will be effective on prospective basis only. Letter should be supported by Newspaper clipping or Govt. Order etc which shall be applicable for general public. This clause shall be called '**Price Escalation Clause**' (**PEC**).
- 7) **Period** : Order will be placed for a period of **TWO YEARS**. However, BHEL reserves the right to terminate / short close the order earlier in case quality / timings etc are not maintained.
- 8) **Penalty & Risk Purchase:** Delivery of required quantity of milk at the three delivery points namely Works Canteen, Staff Canteen and Hospital should be completed by 2200 Hrs daily. In case of delayed delivery at the respective points as stated above, BHEL reserves the right to accept NIL or lesser quantity as compared to the quantity ordered for that day. 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 milk quantity from alternative source at vendors risk, responsibility and cost. Any extra cost incurred in the procurement of the milk or milk products from alternative source will be recovered from the immediate next bill of vendor.
- 9) **Payment:** The Vendor has to submit a consolidated bill for each calendar month and payment will be made by EFT (Electronic Fund Transfer) within 45 days of submission of bill along with all relevant enclosures. Any taxes / duties, if applicable will be deducted at source.

- 10) **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 Reverse Auction. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
- 11) **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.
- 12) **Arbitration:** All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit, BHEL- Hyderabad. The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be Hyderabad in India. The Award given by the Arbitrator shall be a speaking award and in English language. All questions, disputes, differences arising under, out of or in connection with this contract shall be exclusive jurisdiction of Sangareddy/Hyderabad Courts, Telangana.
- 13) **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, India.
- 14) 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 10.00 Hrs on **24.04.2015**. Technical bids (envelope No:1) will be opened at 14.00 Hours on **24.04.2015** and Price bids (envelope 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 parts. Technical offer to be submitted to [technicalbid@bhelhyd.co.in](mailto:technicalbid@bhelhyd.co.in) and price bid to be submitted to [pricebid@bhelhyd.co.in](mailto:pricebid@bhelhyd.co.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/ Internet 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., due date and supplier name. Supplier address including contact details shall be mentioned in**

**the content of the mail. Without these details offer may be liable for rejection.** Bidders may please note that the Technical Bid and Price Bid sent through e-mails within the due date and time, but received at BHEL End after the due date and time will not be entertained.

- 15) In case the successful bidder/contractor makes default in supplying the milk within the time specified by BHEL without any reasonable cause, disputes any of the terms and conditions of the NIT or contract or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other right or remedies available to BHEL, be liable to be cancelled/terminated in part or in whole. In the event of such cancellation/ termination of contract , the successful contractor shall be liable to compensate BHEL for all losses incurred by BHEL including the loss suffered on account of having the work ( supply of milk ) executed through any other contractor as may be convenient to BHEL, in accordance with the exigencies of the work. In case only a part of the contract is cancelled , the remaining portion of contract may be allowed to be executed by the successful bidder/contractor.

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,

(K.Praksah Kumar)  
DGM / HR-CTX  
Phone: 040-23185445

Encl: Format 1 & 2

## Technical Bid – Format 1

(To be printed on Vendor's letterhead)

Sl.No.	Description	Particulars required / enclosed	Check & tick for documents enclosed
1	Name of the Unit / Firm / Company with complete postal address		
2	Contact officials Name & Telephone No. & E-mail ID	Contact Person Name : Telephone number : Cell No. : E-mail ID : Fax No :	
3	Address of processing plant	(Documentary proof to be enclosed)	
4	Processing capacity	Minimum 25,000 liters per day of liquid milk (Documentary proof to be enclosed)	
5	Other documents to be enclosed	(a) Copy of VAT registration Certificate (b) Copy of Income Tax PAN No. (c) Copy of Chartered Accountant certified P&L statement and balance sheet for last 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 each supply) continuously for at least 3 months during the last 36 months period. (e) Enclosed a DD for Rs.1000/- (Rupees One Thousand Only) drawn on any nationalized bank and payable to BHEL Hyderabad, towards non-refundable processing charges (including where documents are downloaded through BHEL website.) Bids received without the DD will be rejected summarily.	

We accept to supply the specified product i.e., Toned, Pasteurized, Homogenized Milk with minimum 3% fat & 8.5% SNF and we accept all terms and conditions mentioned in the NIT.

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

Place:

Date:

(Signature of Authorised Signatory with Name and Stamp)

## Price Bid - Format 2

(To be printed on Vendor's letterhead)

Name of Unit / Firm / Company :  
With full postal address & E-mail ID

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

NOTE: Any difference in figures and Words, the lower value will be considered

Price will be valid for 90 days from opening of technical bid.

(Signature of Authorized Signatory

With Name & Stamp)

Place :

Date :