

ANNEXURE-A**ENQUIRY CONDITIONS FOR SUPPLY OF ASH GREY UNIFORM TO EMPLOYEES**

Note: This Annexure has to be mandatorily filled & signed by the bidder (manufacturer) and submitted along with Technical Bid.

Any deviation to the below mentioned terms shall be stated specifically in the comments column for each term and also in case of acceptance to our terms, it will be construed that the whole term is understood and agreed in totality without any deviation (if otherwise mentioned)

Sl. No	BHEL Requirements	Supplier Comments (Acceptance or otherwise for each point to be given)												
1.	Supply of uniform material as per enclosed technical specification.													
2.	Uniform Material Quantity													
	a. Size & Qty:													
	<table> <tr> <th>Sl.No</th><th>Description</th><th>Qty</th></tr> <tr> <td>1.</td><td> TC Ash Grey Pant Cloth: Quantity to be delivered as below: 1.20 M - 10345 Nos. 1.30 M - 1237 Nos. 1.40 M - 613 Nos. 1.50 M - 1377 Nos. 1.60 M - 2 Nos. 1.70 M - 4 Nos. 2.00 M - 2 Nos Total quantity : 16,959.8 M </td><td>16,959.8 M</td></tr> <tr> <td>2.</td><td> TC Ash Grey Shirt Cloth Quantity to be delivered as below: 2.20 M - 10263 Nos. 2.30 M - 1220 Nos. 2.40 M - 445 Nos. 2.50 M - 1570 Nos. 2.60 M - 8 Nos. 2.70 M - 6 Nos. 3.00 M - 2 Nos. Total quantity : 30,420.6 M </td><td>30,420.6 M</td></tr> <tr> <td>3.</td><td> TC Ash Grey Chudidhar Cloth Quantity to be delivered as below: 5.00 M - 554 NOS. Total quantity : 2770 M </td><td>2770 M</td></tr> </table>	Sl.No	Description	Qty	1.	TC Ash Grey Pant Cloth: Quantity to be delivered as below: 1.20 M - 10345 Nos. 1.30 M - 1237 Nos. 1.40 M - 613 Nos. 1.50 M - 1377 Nos. 1.60 M - 2 Nos. 1.70 M - 4 Nos. 2.00 M - 2 Nos Total quantity : 16,959.8 M	16,959.8 M	2.	TC Ash Grey Shirt Cloth Quantity to be delivered as below: 2.20 M - 10263 Nos. 2.30 M - 1220 Nos. 2.40 M - 445 Nos. 2.50 M - 1570 Nos. 2.60 M - 8 Nos. 2.70 M - 6 Nos. 3.00 M - 2 Nos. Total quantity : 30,420.6 M	30,420.6 M	3.	TC Ash Grey Chudidhar Cloth Quantity to be delivered as below: 5.00 M - 554 NOS. Total quantity : 2770 M	2770 M	
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	b. Quantity tolerance: Not applicable													
	c. No. of pieces shall be indicated in invoice													
3.	Tender evaluation: Tender shall be evaluated on total value basis (package basis).													
4.	Method of Evaluation: Required item (uniform material) is reserved for MSE as per sl.no. 298 of list of items reserved for purchase from MSE (Defined by Ministry of MSME). Hence, procurement under this tender is reserved for purchase from Micro and Small Enterprises whose credentials are validated													

	<p>online through UDYAM Registration certificate. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises.</p> <p>Even though the item is reserved for MSE, offers are invited from both MSE & non-MSE bidders. Sample along with test report will be obtained from all participating bidders (MSE & non-MSE). Sample evaluation will be done by Uniform Standardization Committee. At least if any one MSE supplier is techno-commercially qualified, then the price bids of only the techno-commercially qualified MSE bidders will be opened for further process since the item is reserved for MSE. In case, all the participated MSE bidders are technically/commercially rejected, then the price bid of techno-commercially qualified non-MSE bidders will be opened for further process. Only manufacturers are eligible to quote/participate in this tender. Offer received from trader/dealer will be rejected.</p>	
5.	Inspection & Testing:	
	a. When uniform is supplied in batches, original test report obtained from Govt./Govt. authorized lab should be accompanied with each batch. Sample of supplied material (if required by BHEL) will be subjected to test in authorized lab and will be accepted only on confirmation of parameters indicated in technical specification.	
	b. Pre-dispatch Inspection at Seller Premises: SELLER AT SELLER WORKS. Post Receipt Inspection at BHEL Stores before acceptance: BHEL INSPECTION AFTER RECEIPT AT BHEL TRICHY/PSSR CHENNAI STORES	
6.	Delivery Terms:	
	The offer shall clearly indicate delivery period in <u>fixed number of days</u> from the date of Purchase Order. <u>Our required delivery schedule is 75 days from PO. Supplier shall take a note of the same and specifically confirm the delivery schedule. Suppliers shall quote shortest possible delivery and shall avoid offering longer delivery period.</u> Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/or delay, time shall be the essence of the Contract.	
7.	Pre-qualifying requirement: (Please submit all the required documents in line with the respective PQR. If incorrect or part of the required documents are provided, then in that case will not be able to evaluate and qualify the offer. Hence Please submit documents as mentioned in Pre-qualifying requirements.)	
	a. Bidder should have executed a Purchase order of similar cloth items of value Rs. 10,00,000 (10 Lakhs) during the last 3 years to any Govt organizations, PSUs, Private firms or any other organization. Bidder to submit PO copies for the same.	
	b. Average annual turnover should not be less than Rs. 25,00,000 (25 Lakhs) during the last three years. Bidder to submit supporting document for the same.	
8.	Public Procurement (Preference to Make in India)	
	a. 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 dt 04.06.2020 issued by DPIIT. In case of subsequent orders issued by 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. Offer from indigenous sources is only acceptable and offer from import sources will be rejected.	

	b. Local content certification: The bidders shall provide local content certificate as per Public Procurement (Preference to Make in India order 2017 dt 04.06.2020 issued by DPIIT) Order.	
9.	Offer Submission: Indigenous	
	1. Submit your FIRM competitive offer rate per Meter (basic price & freight) with best possible delivery on FOR BHEL-Trichy/PSSR Chennai (as applicable) basis ONLY. The quoted prices shall be inclusive of all charges (like testing charges, Freight, etc.).	
	2. Price Variation Clause (PVC) is not acceptable and offer with PVC shall be rejected.	
	3. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration number which should clearly mentioned in the offer. Indicate the GST registration number. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.	
	4. Supplier shall mention their GSTN registration number in all their invoices (incl. Credit notes, debit notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.	
	5. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).	
	6. Invoices will be processed only upon completion of statutory requirement and further subject to following: a) Vendor declaring such invoice in Form GST ANX-1 b) Receipt of Goods or Services and Tax invoice by BHEL	
	7. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2)	
	8. All documents like Mill Test Certificate, LR copy, Guarantee/Warranty certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.	
	9. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month notified by BHEL	

	<p>10. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor.</p>	
	<p>11. The offer will be evaluated on total landed cost to BHEL, Trichy as below, Total landed cost = FOR Trichy + applicable taxes – applicable input tax credits</p>	
	<p>Note:</p> <ol style="list-style-type: none"> Transit insurance in the scope of supplier only. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor. 	
10.	Payment term : Indigenous	
	<p>Payment term is 100% direct EFT payment after 90 days from the date of receipt and acceptance of materials.</p>	
11.	Liquidated Damages:	
	<ol style="list-style-type: none"> Time is the essence of the contract. The ordered items shall be delivered as per the delivery period mentioned in the Purchase Order. In case the supplier supplies the ordered items beyond the delivery period specified, Liquidated Damages -LD - as detailed below shall be levied from the supplier without prejudice to any other relief /compensation available to BHEL, Tiruchirappalli under any other condition of the contract/applicable legal provisions. Liquidated damages shall be 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of the total order value. 	
	<p>NOTE:</p> <ol style="list-style-type: none"> Indigenous: FOR order - LD will be reckoned from the date of LR/RR/BL / Invoice /eway bill whichever is later. If the goods are delivered through trans-shipment, the delivery documents of the 1st shipment from the factory works, will be considered for calculation of LD Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value). 	
12.	Acceptance of materials supplied:	

	<p>1. The supply shall strictly as per the specifications in the tender /purchase order.</p> <p>2. Delivery of the ordered items as per the delivery terms in the Purchase Order does not automatically constitute acceptance of the delivered items.</p> <p>3. Acceptance of the materials supplied will be based on the inspection and certification documents by the supplier as stipulated in the Purchase order. However, BHEL reserves the right to test the material supplied, if required, at BHEL Lab or any other approved/accredited lab and the result will be binding on the supplier.</p> <p>4. The acceptance or otherwise of the delivered items will be separately communicated to the supplier by BHEL either through B2B portal or through e-mail within 120 days from the delivery of items or delivery of the required test certificates /other documents whichever is later.</p> <p>5. In case of rejection of the delivered items, either part or full, the vendor shall replace the rejected items as per the specification in the Purchase order/tender at their cost within 60 days of communication of rejection to the supplier. The supplier shall be given maximum two opportunities to replace the rejected items.</p> <p>6. After the clearance of the 1st lot, in case of rejection of the delivered items, either part or full, if the supplier fails to replace the rejected items within 90 days of communication of the rejection, the same shall be treated as failure to execute the contract and actions as per the Guidelines for Suspension of Business Dealings with Suppliers /Contractors available in the webpage: http://www.bhel.com/vender_registration/vender.php. would be taken against such supplier.</p>	
10.	Offer validity of 120 days from Part-I bid opening date is required. Please confirm specifically	
11.	Cartel Formation	
	All the firms should desist from forming cartel as the practice is prohibited under Section 3(3) (a) & (d) of the competition Act 2002. If any such instance is observed during this tender will attract disciplinary action as per BHEL policies.	
12.	Any other conditions which might have been quoted by the seller and are in contravention to the terms prescribed in the order and which have not been specifically accepted in by purchaser will not be applicable to the contract	
13.	Bidders are requested to submit their best competitive prices at the first instant itself and no revision of prices will be entertained after the tenders are opened.	
14.	The due date mentioned in the enquiry is the date of opening of techno-commercial bid. After the scrutiny of technical bids, price bids of only technically accepted offer shall be opened.	
15.	Offer is to be submitted in two part bids system in the E-Procurement portal. Scan copy of the filled Annexure-A, Tender documents etc., shall be uploaded in the EPS portal	
16.	Documents required for Indigenous suppliers	
	1. DFT copy of invoice, LR & original test report (Invoice no. & vehicle reference to be mentioned) to be sent along with each vehicle. Without test report, Vehicle/wagon will not be unloaded. One set of photocopy of all the said documents to be sent along with vehicle. Invoice should mention the no of pieces/bundles.	
	2. One set of test report, Original invoice (Plus one copy), LR copy shall be sent to MM/Purchase/PSS for bill processing.	
17.	Risk Purchase Clause:	

	<p>1. In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations including supply of whole or any part of the ordered items as per Contract / Agreement, BHEL has the right to terminate the contract and purchase from elsewhere ,at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract.</p> <p>2. The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier.</p> <p>3. The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners:</p> <ol style="list-style-type: none"> From dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier. GST will be applicable to the amount recoverable under risk purchase clause 	
18.	Reverse Auction	
	BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders as explained in the above clause no. 4 shall be opened and same shall be considered for RA.	
19.	Fraud Prevention Policy	
	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 http://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.	
20.	Evaluation of offer	
	a. The price bids including the impact price (if any) of the techno-commercially acceptable offers as explained in the above clause no.4 alone shall be opened.	
	b. Offers with pre-conditions (like conditional discounts) for price are liable to be not considered / rejected. For evaluation such conditions would be removed and only the base offer would be considered for evaluation and comparison.	
	c. BHEL reserves the right to conduct negotiations on the "Price" and "Other Commercial Terms and Conditions" with the lowest ranked bidder at any time after the bid opening but before the release of the Purchase Order.	
	d. In case of more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from respective L-1 bidders. Incase 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 the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly, BHEL's decision in such situations shall be final and binding.	
	e. In the event of any change in scope / quantity arising out of the discussions, bidder would be given a chance to submit their revised offer / Impact bids. The option for the revised offer / impact offer will be triggered by BHEL. The Supplier then will have the facility to feed-in the revised price / impact price as per the provision given by BHEL. The impact price can be positive or negative (or nil). The impact price option shall contain only the price addition / deletion for such change in the scope / quantities, over and above the original scope and price quoted. The original price quoted would remain unchanged. The total price would then be computed by the arithmetic addition of the original price and the impact price. Where BHEL gives the option of submitting the revised offer, the impact would be computed as the arithmetic difference of the revised price and the original price.	
21.	In the event of Force Majeure:	
	a. Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, freight embargoes and Acts of GOD.	
	b. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.	
	c. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.	
	d. In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.	
22.	Authorisation for participation in EPS portal through DSC	
	a. E-Tender Participation requirements	
	Either Principal or authorised agent shall register their Digital Signature Certificate (DSC) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION). You are advised to please go through the FAQ available in the web portal (https://eprocurebhel.co.in). DSC shall be registered for the authorised	

	person and all transaction done using that DSC against our tenders shall be taken as valid communication and shall be binding on principal/agent and is valid legally.	
	DSC Authorisation	
	Please intimate the authorised person name, Mail ID for registering DSC with us to participate in E-Tenders.	
23.	Execution of the Order	
	a. BHEL will have the option to pre-inspect the materials at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL or BHEL's end customer/s. The mere act of the pre-dispatch inspection (PDI) does not absolve the Supplier from giving the specifications as agreed upon in the Purchase Order.	
	b. In the event of any short supply, it shall be the responsibility of the supplier to deliver such short supplied/ missing items on Free-of-Cost basis at BHEL stores	
24.	General terms	
	1. Bids including all enclosures and supporting documents like catalogues, pamphlets, etc., shall be submitted / uploaded in ENGLISH language only. If the documents submitted have other than English language, translation of the same shall be provided for evaluation.	
	2. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.	
	3. All uploaded/submitted documents against this tender shall be signed in each page and sign shall be by principal / Mill.	
	4. Supplier shall mention the HSN code for each item quoted by them in the offer.	
	5. Offers for part quantities are not acceptable to BHEL. Tenderers have to quote for all the tendered items, no supplier shall quote for partial quantity of any given enquiry item. Such partial offer would not be considered in the enquiry for that item.	
	6. Any clarification regarding tender shall be done before Part -I due date itself through the following mail id keerthi@bhel.in & ksh@bhel.in . The above mail id is provided for initial clarification purpose only and no further correspondences shall be entertained through this mail ids.	
	7. Unloading of the materials at BHEL Trichy/PSSR Chennai Stores is in the scope of bidder.	
	8. In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.	
	9. The supplier shall arrange for packing suitably in all respects for normal transport by sea / rail / road and Materials shall be suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports / store yards. Packing charges will be supplier's account.	
	10. Any of the terms and conditions not acceptable to supplier, shall be explicitly mentioned in the tender. Otherwise, it will be treated as that all	

	those terms and conditions as mentioned in the tender are acceptable in Toto.	
	11. In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by EPS / e-Mail message. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original offer.	
	12. BHEL Reserves the right to negotiate and re-float the tender if the lowest offered price is not found competitive	
	13. Deviations shall be summarized and provided in a "Deviation Statement", listing the points and the deviation against each point.	
	14. At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions and it will be published as corrigendum in following websites, https://eprocurebhel.co.in	
	15. The price break-up should be in line with technical specification / scope of the tender. (Cost of material, packing charges, forwarding charges, freight and insurance charges shall be shown appropriately, as applicable).	
	16. Set-off Clause: BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract.	
	17. In case, there is a discrepancy in the term quoted in techno-commercial bid and price bid, the term as per the techno-commercial bid (Part I) shall hold good and the commercial term quoted in the Price Bid (Part II) shall not be considered.	
	18. Indigenous suppliers should submit the prices in Indian Rupees only.	
	19. If any Supplier attempts to bribe, or pay commission, gift or any advantage or bring in undue influence either by himself or on his behalf any one including a stranger to the tender, in addition to instituting legal proceedings as per the extant laws prevailing, will disqualify the supplier from this tender and all future tenders of BHEL. Decision of the Purchaser would be final in this matter.	
	20. In their own interest, all Tenderers are advised to double check their prices, applicable duties and taxes. Incomplete documents / offer will be rejected.	
25.	Patent Right: The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.	
26.	Special Provisions for Micro and Small Enterprises (MSE) bidders registered as per MSME act: (Subject to participating MSE vendors meeting the tender requirements of BHEL) a) As per Gazette Notification no. S.O. 2119(E) dated 26.06.2020 issued by Ministry of MSME applicable/existing Micro and small suppliers are requested to get registered with Udyam	

	<p>Registration portal and share us the Udyam registration No. along with Udyam registration certificate. MSE suppliers can avail the intended benefits only if they submit Udyam registration certificate along with the offer.</p> <p>b) Required item (uniform material) is reserved for MSE as per sl.no. 298 of list of items reserved for purchase from MSE (Defined by Ministry of MSME). Hence, procurement under this tender is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through UDYAM Registration certificate. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises.</p> <p>c) Even though the item is reserved for MSE, offers are invited from both MSE & non-MSE bidders. Sample along with test report will be obtained from all participating bidders (MSE & non-MSE). Sample evaluation will be done by Uniform Standardization Committee. At least if any one MSE supplier is techno-commercially qualified, then the price bids of only the techno-commercially qualified MSE bidders will be opened for further process since the item is reserved for MSE. In case, all the participated MSE bidders are technically/commercially rejected, then the price bid of techno-commercially qualified non-MSE bidders will be opened for further process. Only manufacturers are eligible to quote/participate in this tender. Offer received from trader/dealer will be rejected.</p> <p>d) Payment to MSE vendor will be as per the applicable provisions of the MSMED Act 2006. (i.e.) For Micro and Small Enterprises, 100% payment will be released within forty-five (45) days from the date of receipt and acceptance of materials. For Medium Enterprises, 100% payment will be released within sixty (60) days from the date of receipt and acceptance of materials.</p> <p>e) In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the bidder as per the procurement policy of BHEL.</p> <p>f) MSE suppliers can avail the intended benefits by submission of documents as per the latest notification of Ministry of Micro, Small and Medium Enterprises. Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Documents should be notarized or attested by a Gazetted officer. However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.</p>
27.	<p>Resolution of Disputes</p> <p>The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/ tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.</p> <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.</p> <p>Notes:</p> <p>1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.</p>

	<p>2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.</p> <p>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 Annexure X to this Enquiry Conditions.</p> <p>The Annexure together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these Enquiry Conditions</p> <p>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 , by a notice in writing to other Party refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force .</p> <p>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 provision of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.</p> <p>This contract shall be governed, construed and interpreted in accordance with the laws of India.</p> <p>The seat of arbitration shall be Trichy, Tamil Nadu, India.</p> <p>The cost of arbitration shall be borne as per the award of the Arbitrator.</p> <p>Subject to arbitration in terms of clause above, the Courts at Trichy, Tamil Nadu, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.</p> <p>Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the vendor shall proceed with and continue without hindrance the performance of its obligation 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.</p> <p><u>In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</u></p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts <i>inter se</i> and also between CPSEs and Government Departments/Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013 –DPE (GM)/FTS-1835 dated 22-05-2018.</p>
28.	<p><u>Suspension of Business Dealings with Suppliers/ Contractors</u></p> <p>The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.</p>
	<p><u>Integrity commitment, performance of the contract and punitive action thereof:</u></p> <p><u>1. Commitment by BHEL</u></p>

	<p>BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity</p> <p>2. Commitment by Bidder/ Supplier/ Contractor</p> <p>a) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.</p> <p>b) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL</p> <p>c) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL</p> <p>If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in 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 acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, 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</p>
29.	<p>Caution:</p> <p>➤ The suppliers are severely cautioned to note that the price bid document accepts the price in figures only. It does not allow the supplier to write the value by words. Therefore, all care shall be exercised by the supplier while filling in the figures. Once the price bid is opened no option is available for the supplier to retract the offer under any grounds. If a supplier, for any reason whatsoever approaches BHEL with a request for change in the price, it would be treated as going back on the offer submitted. In such cases, action would be initiated by BHEL for suspending further business dealings with such suppliers as per policy of BHEL which prevails at that point of time.</p> <p>➤ The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL's terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to participate in future tenders of BHEL.</p>
30.	<p>Offers shall be submitted in TWO PART bids system (TECHNO-COMMERCIAL BID + PRICE BID).The bidder shall submit his response through bid submission to the tender on e-procurement platform at https://eprocurebhel.co.in/ within 14:00 Hrs of the due date of this tender. The bidder would be required to register on the e-procurement market place https://eprocurebhel.co.in/ and submit their bids online. SEALED COVER BIDS/ E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED. Supplier shall upload any other tender documents in the E-Procurement Portal only.</p>

To be filled & Signed by Original
Manufacturer
Name of the Company:

Signature:

(Affix Seal)

(All conditions were read & clearly
understood and agreed in totality with
the mentioned deviations only)

TC ASH GREY PANT CLOTH			
Sl. No.	Description	Requirement	Bidder Confirmation (Yes/No)
1	Uniform	TC Ash Grey Pant Cloth	
2	Colour	Ash Grey (Pantone Shade No.16-1305 TCX)	
3	Width	150 cm (+/- 1cm)	
4	Fabric Blend	80/20 PC (+/- 3%)	
5	Ends Per Inch (EPI)	125 (+ 5 %, - 2.5 %)	
6	Picks Per Inch (PPI)	66 (+5 %, - 2.5%)	
7	Warp Count (2f) Ne	20s (+/- 5%)	
8	Weft Count (2f) Ne	20s (+/- 5%)	
9	Weight Minimum (GSM (Grams per Sq. Mtr.))	240 g	
	Colour Fastness to Washing @ 50 Degree C		
10	1. Change in Colour	4 or better	
	2. Staining on Cotton	4 or better	
11	Tear Strength	25 N (Minimum)	
	Colour Fastness to Light Change in colour (Blue Wool rating)		
12		4 or better	
13	Total Quantity	16,959.8 M	
		Quantity to be delivered to BHEL Trichy is as below: 1.20 M - 10345 Nos. 1.30 M - 209 Nos. 1.40 M - 613 Nos. 1.50 M - 151 Nos. 1.60 M - 2 Nos. 1.70 M - 4 Nos. 2.00 M - 2 Nos	
	Quantity to be delivered at BHEL Trichy	Total quantity to be delivered to BHEL Trichy is 13,784.40 M. Note: The quantity to be supplied may vary at the time of placing purchase order.	
		Quantity to be delivered to PSSR Chennai is as below: 1.30 M - 1028 Nos. 1.50 M - 1226 Nos.	
	Quantity to be delivered at PSSR Chennai	Total quantity to be delivered to PSSR Chennai is 3175.4 M. Note: The quantity to be supplied may vary at the time of placing purchase order.	
14	Upper price limit	Upper price limit is Rs.200/- per meter (including all taxes and free delivery at BHEL, Trichy).	
15	Sample	Sample of minimum one meter in ash grey colour to be submitted with the Company's name printed/written in black ink along with test report obtained from Govt./Govt. authorized lab on the above parameters. Sample to be submitted within one week of technical bid opening. Please send the sample to the following address: T.Keerthi DM/MM/PSS 4th Floor, 24 Building, Bharat Heavy Electricals Limited (BHEL), Trichy - 620 014 Tamil Nadu	
16	Test Certificate	Required	
17	PQC Conditions	a) Bidder should have executed a Purchase order of similar cloth items of value Rs, 10,00,000 (10 Lakhs) during the last 3 years to any govt organizations, PSUs, Private firms or any other organization. Bidder should submit the PO copies for the same. b) Average annual turnover should not be less than Rs. 25,00,000 (25 Lakhs) during the last three years. Bidder to submit the supporting document for the same.	
18	Other Conditions	Offer will be considered subject to the decision of the buyer Uniform Standardization Committee.	
		During final supply, Mill Name, Measurement of the Cloth and Blend are to be printed along with month & year of manufacture in each piece and to be packed in a single cover.	
		When Uniform is finally supplied in batches, test report obtained from Govt./Govt. authorized lab should be accompanied with each batch and the sample material will be subjected to test in authorized lab and will be accepted only on confirmation of the above parameters.	

Sign & Seal of Bidder's
authorized
representative

TC ASH GREY SHIRT CLOTH			
Sl. No.	Description	Requirement	Bidder Confirmation (Yes/No)
1	Uniform	TC Ash Grey Shirt Cloth	
2	Colour	Ash Grey (Pantone Shade No.16-1305 TCX)	
3	Width	90 cm (+/- 1cm)	
4	Fabric Blend	67/33 PC (+/- 3%)	
5	Ends Per Inch (EPI)	140 (+ 5 %, - 2.5 %)	
6	Picks Per Inch (PPI)	80 (+5 %, - 2.5%)	
7	Warp Count (2f) Ne	40s (+/- 5%)	
8	Weft Count (2f) Ne	40s (+/- 5%)	
9	Weight Minimum (GSM (Grams per Sq. Mtr.))	140 g	
10	Colour Fastness to Washing @ 50 Degree C 1. Change in Colour 2. Staining on Cotton	4 or better 4 or better	
11	Tear Strength	10 N (Minimum)	
12	Colour Fastness to Light Change in colour (Blue Wool rating)	4 or Better	
13	Total quantity	30,420.6 M	
		Quantity to be delivered to BHEL Trichy is as below: 2.20 M - 10263 Nos. 2.30 M - 144 Nos. 2.40 M - 445 Nos. 2.50 M - 240 Nos. 2.60 M - 8 Nos. 2.70 M - 6 Nos. 3.00 M - 2 Nos.	
	Quantity to be delivered at BHEL Trichy	Total quantity to be delivered to BHEL Trichy is 24,620.80 M. Note: The quantity to be supplied may vary at the time of placing purchase order.	
		Quantity to be delivered to PSSR Chennai as below: 2.30 M - 1076 Nos. 2.50 M - 1330 Nos.	
	Quantity to be delivered at PSSR Chennai	Total quantity to be delivered to PSSR Chennai is 5799.8 M. Note: The quantity to be supplied may vary at the time of placing purchase order.	
14	Upper price limit	Upper price limit is Rs.100/- per meter (including all taxes and free delivery at BHEL, Trichy).	
15	Sample	Samples of minimum one meter in ash grey colour to be submitted with the Company's name printed/written in black ink along with test report obtained from Govt./Govt. authorized lab on the above parameters. Sample to be submitted within one week of technical bid opening. Please send the sample to the following address: T.Keerthi DM/MM/PSS 4th Floor, 24 Building, Bharat Heavy Electricals Limited (BHEL), Trichy - 620 014 Tamil Nadu	
16	Test Certificate	Required	
17	PQC Conditions	a) Bidder should have executed a Purchase order of similar cloth items of value Rs. 10,00,000 (10 Lakhs) during the last 3 years to any govt organizations, PSUs, Private firms or any other organization. Bidder to submit PO copies for the same. b) Average annual turnover should not be less than Rs. 25,00,000 (25 Lakhs) during the last three years. Bidder to submit the supporting document for the same.	
18	Other Conditions	Offer will be considered subject to the decision of the buyer Uniform Standardization Committee.	
		During final supply, Mill Name, Measurement of the Cloth and Blend are to be printed along with month & year of manufacture in each piece and to be packed in a single cover.	
		When Uniform is finally supplied in batches, test report obtained from Govt./Govt. authorized lab should be accompanied with each batch and the sample material will be subjected to test in authorized lab and will be accepted only on confirmation of the above parameters.	

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authorized
representative

TC ASH GREY CHUDIDHAR CLOTH

Sl. No.	Description	Requirement	Bidder Confirmation (Yes/No)
1	Uniform	TC Ash Grey Chudidhar Cloth	
2	Colour	Ash Grey (Pantone Shade No.16-1305 TCX)	
3	Width	90 cm (+/- 1cm)	
4	Fabric Blend	67/33 PC (+/- 3%)	
5	Ends Per Inch (EPI)	140 (+ 5 %, - 2.5 %)	
6	Picks Per Inch (PPI)	80 (+5 %, - 2.5%)	
7	Warp Count (2f) Ne	40s (+/- 5%)	
8	Weft Count (2f) Ne	40s (+/- 5%)	
9	Weight Minimum (GSM (Grams per Sq. Mtr.))	140 g	
	Colour Fastness to Washing @ 50 Degree C		
	1. Change in Colour	4 or better	
10	2. Staining on Cotton	4 or better	
11	Tear Strength	10 N (Minimum)	
	Colour Fastness to Light Change in colour (Blue Wool rating)	4 or better	
	Total quantity	2770 M	
13	Quantity to be delivered at BHEL Trichy	Quantity to be delivered to BHEL Trichy as below: 5.00 M - 480 NOS. Total quantity to be delivered to BHEL Trichy is 2400 M. Note: The quantity to be supplied may vary at the time of placing purchase order.	
	Quantity to be delivered at PSSR Chennai	Quantity to be delivered to PSSR Chennai as below: 5.00 M - 74 NOS. Total quantity to be delivered to PSSR Chennai is 370 M. Note: The quantity to be supplied may vary at the time of placing purchase order.	
14	Upper price limit	Upper price limit is Rs.100/- per meter (including all taxes and free delivery at BHEL, Trichy).	
15	Sample	Samples of minimum one meter in ash grey colour to be submitted with the Company's name printed/written in black ink along with test report obtained from Govt./Govt. authorized lab on the above parameters. Sample to be submitted within one week of technical bid opening. T.Keerthi DM/MM/PSS 4th Floor, 24 Building, Bharat Heavy Electricals Limited (BHEL), Trichy - 620 014 Tamil Nadu	
16	Test Certificate	Required	
17	PQC Conditions	a) Bidder should have executed a Purchase order of similar cloth items of value Rs. 10,00,000 (10 Lakhs) during the last 3 years to any govt organizations, PSUs, Private firms or any other organization. Bidder to submit PO copies for the same. b) Average annual turnover should not be less than Rs. 25,00,000 (25 Lakhs) during the last three years. Bidder to submit supporting document for the same.	
		Offer will be considered subject to the decision of the buyer Uniform Standardization Committee.	
		During final supply, Mill Name, Measurement of the Cloth and Blend are to be printed along with month & year of manufacture in each piece and to be packed in a single cover.	
18	Other Conditions	When Uniform is finally supplied in batches, test report obtained from Govt./Govt. authorized lab should be accompanied with each batch and the sample material will be subjected to test in authorized lab and will be accepted only on confirmation of the above parameters.	

Sign & Seal of Bidder's
authorized
representative