

Commercial Bid and Terms and conditions

- 1) The Bid shall be submitted in two-bid system through e-mode only in the BEML SRM as detailed below:
 - a. **Technical Bid:** Please ensure that the Technical Bid documents uploaded do not contain any price details.
 - b. **Price Bid:** Price Bid details and relevant terms are to be entered in commercial bid only.
- 2) Both Technical Bid and Commercial Bid are to be submitted in the system before the Closing Date/Time. After evaluating the Technical bid, the Commercial bids of technically qualified firms only will be opened. BEML reserves the right to seek clarification if required, on the technical bid submitted.
- 3) **Commercial bid should consist the following;**
 - a. The firms are requested to offer their best price.
 - b. Revision of rates upward will not be allowed and prices shall be firm till the completion of order and valid through the shipment.
 - c. BEML preferred delivery terms is-FOR – BEML, EM Division, KGF basis
 - d. Validity of quotation: Quotes must be valid for minimum of 90 – 120 days from the bid closing date.
 - e. Please be specific and firm on your delivery commitment and adhere strictly to the same once committed in the offer. You may indicate minimum lead time required for execution of the subject work from the date of Purchase order.
- 4) **BEML preferred Payment terms:**

Material : 80% of material cost + 100% taxes against receipt & certification by BEML on 30th day.
Service charges : Balance 20% of material cost & 100% of labour charges will be paid after successful commissioning, performance prove out against certification by BEML and submission of PBG shall be kept valid for a period for covering warranty period plus three months extra. Value of PBG shall be 10% of total P.O. value excluding Taxes.
- 5) **The Integrity Pact** envisages an agreement between the prospective vendor/bidder and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Only those vendors / bidders who have entered into such an Integrity Pact with the buyer (BEML) would be competent to participate in bidding with BEML wherever the value of each contract is Rs. 1 Crore and above. This Pact is a preliminary qualification for entering into any contract with BEML for value Rs. 1 Crore and above.

The soft copy format of the INTEGRITY PACT can be downloaded directly from our website under this url <http://www.bemlindia.com/integrity.php>.

And same to be uploaded with technical bid.

-Not applicable for this Tender.

- 6) Any Corrigendum to this bid invitation will be notified.

- 7) If L-1 backs out for any reason, the EMD Amount will be forfeited by BEML.
- 8) The bidders should conform to BEML specifications and conditions in every detail and any bidder not conforming to BEML specifications and conditions will be summarily rejected.
- 9) The bidder should fill the compliance in mandatory table of technical specifications and other requirements. Non compliance of mandatory requirement will be summarily rejected. The decision of Technical team will be final for deviation in case of other conditions. Any clarifications may be sought by M/s BEML through email for requirements other than Mandatory requirements.
- 10) Applicable GST percentage along with HSN code should be indicated separately.
- 11) **L1 (least bidder) will be evaluated based on the net landed cost.**
- 12) Bidder should undertake the Installation and commissioning of the above at our works and should prove the performance of the same.
- 13) **Liquidated damages clause** is applicable. If the Supplier exceeds any agreed delivery date(s) or period(s), Purchaser shall levy LD for such delay @0.5% per week (7 days) and part thereof, subject to a maximum of 5% of the value of the delayed portion of the Purchase Order.
- 14) Relevant Training as required to be provided at free of cost for the operation and maintenance of the capital item/Service provided.

15) Pre Bid Meeting clause

Pre bid meeting(Date & Time as indicated in Tender on SRM Portal) at EM-Division ,KGF for understanding of Scope of work , Tender Terms and condition , Study of machine and getting clarification regarding any other details pertaining to the tender. However, Pre bid meeting is not mandatory . This is only to have clarity /Better understanding of the Tender.

16) Tender Fee and EMD amount

EMD Amount – Rs 56,000 (Refundable).

EMD amount to be paid by RTGS/NEFT to Account No: 54029289872, IFSC code: SBIN0040168

and the payment details / UTR number to be sent to 1) email id: emnkgf@beml.co.in, repeat to : hmnp@beml.co.in and 2) Scan

copy be uploaded with technical bid on or before the tender closing date and time.

Note :- If the EMD amount is exempted, the relevant documents to be submitted with Bid ref and Due date super scribed on the top of the sealed envelope before the closing of the bid to the below address.

“The AGM, Non Project Purchase Department, EM- Division, BEML Limited, Kolar Gold Fields - 563115, Karnataka” and also email to be sent to emnkgf@beml.co.in, repeat to : hmnp@beml.co.in with the relevant documents scanned and attached before the closing of the bid.

Note : Ensuring the receipt of EMD amount / exemption details at BEML, before tender closing date / time is the responsibility of the bidder. Contact no. 08153-279307 / 279315.

No interest will be allowed on earnest money deposit.

17) NIT Acceptance Letter

NIT Acceptance letter with seal and signature to be uploaded in the Technical bid.

18) Packing and dispatch

The supplier shall pack the deliveries safely and carefully and pack them suitably in all respects considering the peculiarity of the material for normal safe transport by Rail / Road to its destination suitably protected against loss, damage, corrosion in transit and the effect of tropical salt laden atmosphere. The packages shall be provided with fixtures / hooks and sling marks as may be required for easy and safe handling by mechanical means.

19) Termination: In the event of any breach by the bidder of any condition herein or in the General Terms and conditions of purchase of BEML or in the event of any misconduct on the part of the bidder or on the part of his employees, BEML shall be entitled to terminate this agreement forthwith without giving any notice.

20) Arbitration: In the event of any question or disputes arising or any other terms and condition of contract or in connection with this contract (except as to any matters the decision of which is specially provided for by these conditions) the same shall be referred to any Award of a Sole Arbitrator to be appointed by BEML and the Arbitration proceedings shall be held at Bangalore and shall be governed by the provisions of Arbitration and conciliation Act 1996. The Courts in Bangalore alone shall have jurisdiction to deal and decide any legal matter or dispute whatsoever arising out of this Agreement.

21) Secrecy Clause:

- a. All information technical data, specifications, drawings, models, samples, and specimens furnished by BEML for the purpose of or in connection with the manufacture and supply of the stores/components hereby ordered constitute the property of BEML and that the supplier shall keep them in strict confidence and the supplier shall not divulge the same to anyone else except under the authority and for the purpose of BEML. All such documents, data and drawings, models and specifications shall be the property of BEML and be returned to it when done with or when demanded by BEML.
- b. The supplier shall not disclose the Technical Data/Specification/Assistance furnished by BEML Ltd to any other parties in India or in abroad and shall not disclose any initiations, developments or adaptations, thereof to anyone else except with the written consent of BEML.
- c. Purchase order or copy of the same in full or part thereof shall not be produced to anyone else other than to statutory authorities.
- d. BEML shall be entitled to prevent the breach of the above and to levy penalty/claim damages in case of breach.

- 22) **Risk Purchase Clause:** The supplier shall complete the delivery of the required materials as per the delivery schedule. Or else BEML shall procure the materials for the undelivered quantity from anywhere else by invoking the Risk Purchase Clause and the additional expenditure, if any, incurred will be charged on the supplier.
- 23) **Rejected material:** In case the items /components get rejected either during the initial inspection stage or during further processing stage, the rejected materials shall be arranged to be collected by the supplier at his own cost within sixty days from the date of intimating such rejection, failing which the rejected material shall be disposed off at the discretion of BEML at the risk & cost of supplier. The amount paid to the supplier towards the rejected material including freight, GST y, Insurance and any other expenses incurred by BEML in this regard shall be paid by supplier before collecting the rejected material or the same shall be recovered/recoverable from any of the outstanding/future bills of the supplier. Any expenditure accrued by the disposal of rejected material shall be appropriated towards the cost and expenses incurred in this regard.
- 24) **Fall Clause:**
The price charged for the stores supplied under the contract shall be in no event exceed the lowest price at which the contractor sells the stores or offers to sell stores of identical description to any persons/organizations including the purchaser of any department of the Central Govt. or any Dept. of the State Govt. or any statutory undertaking of the Central or State Govt., as the case may be during the period till the performance of the supply order placed and during currency of the contract is completed.
If at any time during the said period, the contractor reduces the sales price, sells or offers to sell such stores to any person/organization including the purchaser or any department of Central Govt. or any Dept. of State Govt., or any statutory undertaking of the Central or State Govt., as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction/sale or offer to sale to the BEML and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer to sale shall stand correspondingly reduced and may be liable for cancellation of the contract as well as encashment of the Security Deposit.
- 25) Tenders will be evaluated as per **Public Procurement policy (Preference to Make in India), Order 2017** issued by Ministry of Commerce and Industry, Government of India to support Make In India.