**TENDER DOCUMENTS**

**Request for Quotation**

**for**

**Development of ‘O- RING SEALS’**

BEML Limited,

Corporate Office,

BEML Soudha, 23/1, 4th Main, SR Nagar,

Bangalore – 560027

1. **Introduction**

# General Information

BEML Limited, incorporated in 1964, is a Mini-Ratna (Category-1) Public Sector Undertaking, under the Ministry of Defence engaged in the design, development, manufacturing and after-sales service of a wide range of products for core sectors of economy such as coal, mining, steel, cement, power, irrigation, construction, road building, Defence, Railway and Metro transportation system & Aerospace. BEML is a listed Company and Government of India holds about 54% of the total paid up capital of the Company. BEML operates in three business segments- Mining & Construction, Defence & Aerospace, Rail & Metro and International Business Division for export activities.

BEML under its Defence segment offers High Mobility & Recovery vehicles, Bridge Systems, vehicles for Missile projects, Tank Transportation Trailers, Milrail Wagons, Mine Ploughs, Crash Fire Tenders, Aircraft Towing Tractors, Aircraft Weapon Loading Trolley etc. Under Rail & Metro segment, BEML offers Passenger Vehicles, EMUs, Metro Cars, Maintenance & Utility Vehicles etc. Under Mining and Construction segment, the company offers Bull Dozers, Excavators, Dumpers, Shovels, Loaders, Water Sprinklers, Motor Graders, Pipe Layers, Tyre Handlers etc.

The company has four manufacturing complexes located at Bengaluru, Kolar Gold Fields, Mysuru and Palakkad and a subsidiary steel foundry functioning in Tarikere, Shimoga District. All the manufacturing divisions of BEML have been accredited with ISO 9001-2000 certification. BEML has its own world-class Composite R&D establishment for Design and Development of products. The company has nationwide Marketing Network and International Business Division.

The objective of this **Request for Quotation (RFQ)** is to solicit competitive proposals for BEML LTD for developing **03- Types of** ‘**O- RING SEALS’ meant for BEML Equipments**.

|  |
| --- |
| 1. **Scope of Bid** |

The scope of work by the Suppliers will be

1. Supplier has to develop the tendered items as per the Tech. Requirements/ Specifications provided by BEML.
2. Tendered Quantity of 10 Nos. each under the scope of this Bid is for the Development activity only.
3. Approximate Annual requirement is:

i)  WA4641 – 400 to 500 Nos.

ii) WA4568-  150 to 200 Nos.

iii) VH6865-  150 to 200 Nos.

1. Brief Tech. Specifications of the item is enclosed as a separate folder “**Annexure-PTS”**, which is for reference purpose only.
2. Interested Vendors can visit **BEML Ltd., Truck Division, Belavadi Post, Mysore–570 018** to study and have a first hand knowledge of the item and the technical requirements.
3. All required tests (if any) to be carried out as per the Tech. specifications and test certificates to be enclosed along with the supply.
4. Following details/ data needs to be uploaded by the Bidders in the ‘C-folder Technical Attachments’ tab as part of Technical Bid:
   1. Bidder’s Plant/ Machinery details and Testing facilities
   2. Testimonials on Previous expertise/ manufacturing & supply of similar ‘O’-Ring Seals to reputed Construction/ Mining Equipment manufacturers.
   3. List of Major Customers to whom similar types of ‘O’-Ring Seals were supplied by the Firm.
   4. Annexures-1, 2 & 3 as per the format enclosed.
   5. ISO 9000 certificate or any equivalent quality certification
   6. In case of MSME Firms, Udyog Adhaar Certificate/ Udyam registration certificate
5. Following details/ data needs to be uploaded by the Bidders in the Price Bid:
   1. Bidder has to quote for all the 3 items.
   2. Unit Price of each of the 3 items (exclusive of GST) only should be quoted in the respective Basic Price - ‘Price Condition’ tab. Tax percentages as applicable are to be indicated separately against the fields provided for the same.
6. On award of the Development Order,
   1. To develop and manufacture Development Order Qty. of 10 Nos. each.
   2. After readiness of items, supplier has to inform BEML for inspection vide email addressed to “bemlcq@beml.co.in’ and copy to “office.vds@beml.co.in”. Stage inspection if any, will be carried out by BEML Inspection Team at Supplier premises.
   3. On successful completion of Inspection, evaluation & trials of Development Order Qty., Firm will be considered for the regular supply as per the Purchase procedure.
7. **ELIGIBILITY CRITERIA**

The bidder should have the following minimum qualifications

* The bidder should be an **India based manufacturer**, who have Previous expertise, manufactured & supplied similar ‘O’-Ring Seals to reputed Construction/ Mining Equipment manufacturers.
* Should have ISO 9000 or any equivalent quality certification.
* Documents containing the Details/ Testimonials on Previous expertise, manufacturing & supply of similar ‘O’-Ring Seals and ISO-Certification details **should accompany the technical bid.**

1. **NDA AND SECURITY**
2. The bidder shall not disclose any information pertaining to BEML LTD. to any other third parties. The Technical specifications, Drawings. Test procedures. Etc, should be kept confidential.
3. The Bidder shall execute a Non-Disclosure Agreement with BEML LTD before starting the project if the project is awarded.
4. **GENERAL GUIDELINES**

**5.1 Contact Details for Technical Queries:**

1. For clarifications related to RFP terms & bid submission, contact:

The Deputy General Manager (VDC)

BEML LTD, BEML Soudha, 23/1, 4th Main, S R Nagar

Bangalore-560 027

Phone: 91-080-22963253

Email : [office.vds@beml.co.in](mailto:office.vds@beml.co.in)

1. For any Technical clarification on the Tendered item & Technical Standards contact:

Name: Shri Renukaraj, AGM

BEML LTD, R & D, Truck division, Mysuru.

Phone: 91-0821-2400351

Email: [gwrenu@beml.co.in](mailto:gwrenu@beml.co.in)

1. For any Technical clarifications on Vendor on-boarding & Bid submissions in BEML SRM-Platform, contact:

BEML SRM team @ Ph: 080 2296 3269

E – Mail: admin.srm@beml.co.in.

Class – 3 organizational digital signature with encryption is mandatory to upload quotes in SRM portal of BEML website.

**5.2 False and misleading statements :** If, in the opinion of BEML LTD, a Quote contains false or misleading statements of references that do not support a function attribute, capability or condition as contended by the Bidder, it might be rejected.

**5.3 Clarification of quote :** BEML LTD reserves the right to obtain clarification of any point in a Bidder’s quote or to obtain additional information necessary to properly evaluate a particular quote. Failure of a Bidder to response to such a request for additional information or clarification may result in rejection of a Bidder’s quote.

**5.4 Technical Bid Evaluation :** The evaluation of the Technical bids will be based on

* Compatibility/ suitability to BEML Equipments.
* Expertise and Experience of the Bidder in supply of similar type of ‘O’-Ring Seals.

BEML LTD has the right to accept or reject any of responses to this Request For Proposal without prior notification to the bidder.

**5.5 Price Bid Evaluation :**

Bidder has to quote for all the 3 items.

L1 will be arrived based on the quoted prices of all 3 items combined together and order will be awarded to a single firm for all the 3 items.

1. **BID PREPARATION**

The bids shall be prepared in accordance with the guidelines given. Please include only the relevant information pertaining to the requirements of BEML LTD.

Price details should not be mentioned in the technical bid. Offers with price details in technical bid (under part A) will not be considered and their offer will be rejected.

The technical bids will be opened, the proposal will be screened and eligible bidders will be shortlisted.

Price Bids of Shortlisted bidders only will be opened for Price Bid evaluation.

1. **Bid Submission Process**

You are required to submit bid in two parts viz. **Technical bid and Commercial bid in the BEML SRM-Platform.** BEML may at its sole discretion amend the bidding documents at any time prior to the deadline for submission of bids. However, in case of such amendment, the bid submission date may be extended at the discretion of BEML. Amendments made prior to submission of bid will be provided in the form of corrigendum to the bidding documents and will be posted on the BEML SRM Portal and BEML website.

**The last date for submission of the bid is on or before the last date and time as mentioned in the SRM-Bid Invitation.**

Contact details for any technical glitches in Vendor on-boarding & Bid submissions in BEML SRM-Platform:

SRM team Ph: 080 2296 3269

E – Mail: admin.srm@beml.co.in.

Class – 3 organizational digital signature with encryption is mandatory to upload quotes in SRM portal of BEML website.

**This Tender consisting of two parts:**

**Part A** – Technical Bid i.e. Submission of Technical Bid (Through BEML-SRM Platform)

**Part B** – Commercial Bid i.e. Submission of Price Bid (Through BEML-SRM Platform)

**PART A – Submission of Technical Bid (Through BEML SRM Portal)**

Please upload the following documents as part of Technical Bid (duly scanned and signed) under ‘ C-Folder Technical Attachments’ tab on the SRM Portal:

| **Sl No** | **Criteria Details** | **Documents required to be submitted** |
| --- | --- | --- |
| **1** | Bidder’s Plant/ Machinery details and Testing facilities | List of Plant/ Machinery Details and Testing Facilities to be uploaded. |
| **2** | Experience of having successfully completed similar works **(Mfg. & Supply of similar ‘O-‘ Ring Seals)**  to reputed Construction/ Mining Equipment manufacturers | Documentary proof i.e. **Purchase order / Work order /** **Satisfactory certificate** shall be uploaded. |
| **3** | List of Major Customers to whom the Bidder has supplied similar **‘O-‘ Ring Seals** | List of Major Customers to whom the Bidder has supplied similar **‘O-‘ Ring Seals** to be uploaded |
| **4** | Bidder – Background Information Data with Bidder’s – Bank, PAN & GST Details, as per **Annexure-1** | Signed copy of **Annexure – 1 with Firm’s Seal** to be uploaded |
| **5** | Bidder’s Undertaking on Banning/ Blacklisting | Signed copy of **Annexure – 2**  **with Firm’s Seal** to be uploaded |
| **6** | Bidder’s Undertaking on Accepting the Tender Terms & Conditions | Signed copy of **Annexure – 3**  **with Firm’s Seal** to be uploaded |
| **7** | Should have ISO 9000 or any equivalent quality certification. | ISO 9000 certificate or any equivalent quality certification to be uploaded |
| **8** | In case of MSME Firms | Udyog Adhaar Certificate/ Udyam registration certificate to be uploaded |

**Note:**

1. Incomplete/invalid tenders are liable for rejection and no correspondence will be entertained in case of rejection.
2. The Bidders must ensure that the documentary proofs to substantiate clauses above are uploaded as part of the Technical Bid in BEML SRM-Portal.
3. Please ensure that no price details are mentioned in the technical bid. Offers with price details in technical bid (under part A) will not be considered and their offer will be rejected.
4. BEML reserves the right to seek clarifications from the bidder/s for the documents submitted above or shortfall documents by the bidder/s at any point of time during finalization of the contract.

**PART B – Submission of Price Bid (Through BEML SRM Portal)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl. No.** | **Description** | **Unit** | **To quote Unit Price per No.**  **(Exclusive of GST)** |
| 1 | Unit Prices of 03-Types of **‘O’- Ring Seals** | **No.** | **To be quoted under Basic Price - ‘Price Condition’ tab in BEML SRM Portal**.  Tax percentages as applicable are to be indicated separately against the fields provided for the same. |

Price Bids of only technically accepted offers only will be opened subsequently.

1. **Terms and Conditions**

The quotation should be complete in all respects and free from any ambiguity.

Firm has to submit the quotation for the tendered quantity only.

The quantity tendered is only for the developmental order and once the part is accepted by BEML, they will be considered for the regular supply as per the Purchase procedure.

Price should be quoted in Indian Rupees only.

The order will be placed on L1 firm.

FAX/EMAIL quotations are not accepted.

**Payment terms**: 45 days after receipt and acceptance of material for Micro & Small Enterprises (MSE’s)\* and 60 days after receipt and acceptance of material for others.

\*In case of Micro & Small Enterprises, supplier has to upload the Udyog Adhaar Certificate/ Udyam registration certificate along with the Technical Bid.

**Delivery terms:** Quotation shall be F.O.R basis to BEML Ltd, Truck division, Mysuru (F.O.R- Free on Road).

**Delivery Schedule :** 03 months from the date of placement of Purchase Order.

**Taxes:** Firm should mention applicable GST in their quotation legibly.

**Validity of quotation:** 120 days from the date of opening of the commercial bid.

**Right of Buyer:** BEML reserves the right to accept or reject any bid in part or full without assigning any reason which shall be binding on the bidder

**Termination:** BEML shall exercise the option to terminate the contract within one month notice in the event of Non-Performance/Poor Performance. BEML also reserve the right to review and modify the contract at any point of time during the contract period.

**Liquidated Damages:** If the Supplier exceeds any agreed delivery date (s) or period(s), purchaser shall levy LD for such delay @0.5% per week (7days) and part thereof, subject to a maximum of 5% of the value of the delayed portion of the Purchase Order.

**Risk Purchase Clause:** In the event of Non Performance of the order, BEML reserves the right to avail the services from alternate source at the bidder risk and cost apart from recovery/encash of EMD/PBG.

Canvassing by tenderers in any form including unsolicited letters on tenders submitted or Post tender corrections shall render their tender liable for rejection.

Incomplete offers are liable for rejection.

Offers not confirming to the above terms are liable to be ignored.

1. **General Terms and Conditions**
2. **ARBITRATION :**

**For PSUs**: In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act,1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

**For firms other than PSUs**: In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator to be appointed by BEML. The Arbitration proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 and Rules framed there under. The place of Arbitration shall be at Bangalore and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules.

Courts at Bangalore shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement.

1. **FORCE MAJEURE CLAUSE:**

Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a ‘Force Majeure’ conditions which directly affect the obligations to be performed by the Purchaser or the Supplier. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control.

The party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Supplier along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries.

Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall delivery schedule and make alternative arrangements including arrangements with third party for completion of deliveries and other schedules. Purchaser may takeover partly processed material at a mutually agreed price.

1. **APPLICABLE LAWS AND JURISDICTION OF COURTS:** Indian laws both substantive and procedural, for the time being in force including modifications thereto, shall govern Contract. The competent Indian courts shall have sole jurisdiction over disputes between purchaser and the Supplier.
2. **INTELLECTUAL PROPERTY RIGHTS; LICENSES :** If any Patent design, trademark or any other intellectual property rights apply to the delivery or accompanying documentation**,** Purchaser shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Supplier and by its employees or third parties involved by the Supplier for performance of the agreement belong to Purchaser.

The Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. The Supplier guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof. “The Supplier shall comply with all applicable Labor Laws, particularly Contract Labor (Regulation & Abolition) Act, 1970, ESI Act, Gratuity Act, Payment of Bonus Act, Payment of Minimum Wages Act, Provident Fund Act etc., and Rules framed therein from time –to- time and the Supplier shall indemnify the Company for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier”.

1. **BRIBES AND GIFTS:** Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier , may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, the supplier shall be liable for any loss which BEML may sustain on that account. Any question or dispute as to the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.
2. **JURISDICTION:** Courts at Bangalore alone shall have jurisdiction to decide any issue/dispute arising out of the Arbitration or this Purchase Order in exclusion of all other Courts. However, jurisdiction of any other court may be accepted by mutual discussion and agreement by and between the Company and the Supplier.
3. **DRAWINGS AND DOCUMENTS:** Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties.

The Supplier shall, as per agreed date/s but not later than the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the submitting party.

1. **NON-DISCLOSURE AND INFORMATION OBLIGATIONS:** The Supplier shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser. The Supplier shall not reveal confidential information to its own employees not involved with the tender / Contract & its execution and delivery or to third parties. The Supplier shall not be entitled to use the Purchaser’s name in advertisements and other commercial publications without prior written permission from Purchaser.

Further to above, the supplier shall not divulge/share any data/information collected through the survey/findings of the survey to any person /firm. The complete process/assignment shall be treated as confidential.

1. **DURING ARBITRATION** “Supplies under this Purchase Order, if reasonably possible, may continue by mutual agreement during the dispute / Arbitration proceedings”.
2. **PROGRESS REPORT:** The supplier shall regularly inform the progress of work and in such form as may be called for by the Purchaser from time to time. The submission and acceptance of such reports shall not prejudice the rights of the Purchaser in any manner.
3. **ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:** The supplier is not permitted to subcontract the delivery or any part thereof to third parties or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from Purchaser. Any permission or approval given by the Purchaser shall, however, not absolve the supplier of the responsibility of his obligations under the contract.
4. **INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:**

**Commitment by Purchaser**:

Purchaser commits to take all necessary steps to prevent corruption in connection with the execution of the Contract.

**Commitment by the Contractor:**

The Contractor (s) commit (s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision for the benefit for which he is not legally entitled. The contractor (s) will not commit any offence under the relevant Acts. The Contractor (s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or documents provided by Purchaser as part of business relationship.

The Consultant (s) will not enter with other Firm (s) / Consultant(s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Consultant(s), before award or during execution of the consultancy Contract commit(s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, Purchaser is entitled to disqualify the consultancy contractor(s) from the consultancy process or terminate the contract and / or take suitable actions as deemed fit.

**(TO BE UPLOADED AS PART OF TECHNICAL BID)**

**BEML SRM-Bid Invitation No:**

**Annexure-1**

General Data in respect of your Company (i.e., company profile).

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Description** | **To be Filled and/ or documents to be uploaded** |
| 1 | Name of Bidder, ie., Firm |  |
| 2 | Company Address:  Telephone no:  Contact Person:  Contact Person Mobile No.:  e-mail ID: |  |
| 3 | Bank account numbers with Banker’s Name, Address & Contact Number: | Bank A/C No. :-  Bank Name :-  Bank Address :-  IFSC code: |
| 4 | PAN Number |  |
| 5 | GST Details |  |
| 6 | Description of Business & Business background |  |

I / we hereby certify that all the information given above is factual.

*Signature with date of Authorized signatory*

*Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Firm’s Seal:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**(TO BE UPLOADED AS PART OF TECHNICAL BID)**

**BEML SRM-Bid Invitation No:**

**Annexure-2**

**UNDERTAKING**

This is to certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of the Firm) has not been banned / black listed / debarred from Trade by any Central /State Govt. Dept. / Autonomous Institution / PSUs in India.

I / we hereby certify that all the information given above is factual.

Signature with date of Authorized signatory

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Firm’s Seal:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(TO BE UPLOADED AS PART OF TECHNICAL BID)**

**BEML SRM-Bid Invitation No:**

**Annexure- 3**

**Undertaking**

To:

The Deputy General Manager

(Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

Having examined the Bid , the receipt of which is hereby duly acknowledged, we, the undersigned, hereby confirming that we read, understood and accepting all the terms & conditions available in the tender. Further, we indicate that upon selection, We will Develop and Supply the ‘O- Ring Seals’ as per the Technical Specification & PTS Document.

Signature with date of Authorized signatory

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Firm’s Seal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_