

Tender No: BR01/RMW/6300039292

NOTICE INVITING TENDER (NIT)

TENDER ENQUIRY REF: BR01/RMW/6300039292

CLOSING DATE: 22.01.2025

General Terms & Conditions

TENDER ENQUIRY FOR SUPPLY OF Limit Switch - FEED for MRS1 Project

Vendor's Time and Expenses: To be borne by the vendor

No representation would be entertained on any errors if found in the RFQ. However vendors to bring such errors / omissions to the notice of BEML for necessary corrective action

A. Buyer (BEML LIMITED)

Name & Designation	Mr. Bhuvanendra S Deputy General Manager - Materials
Address	BEML Limited Bangalore Complex New Thippasandra Post Bangalore 560 075
Email ID	sundeep.i@bemltd.in (For Correspondence)
Telephone	+91 - 80 – 25022627
Fax	+91 - 80 – 25348772 / 25243137

B. Documentation & Training -Helpline (BEML SRM) – IN CASE OF SRM TENDER.

Name & Designation	Mr. Krishna Mohan Event Coordinator
Address	BEML Limited “BEML SOUDHA” Room No:106, BEML SRM Implementation Cell, 23/1, 4TH Main, S R Nagar Bangalore – 560 027 Karnataka
Email ID	admin.srm@beml.co.in
Telephone	+91.80.22963269
Fax	+91.80.22963283

Tender No: BR01/RMW/6300039292

Activity Schedule:

General Terms & Conditions:

Standard Terms & Conditions	"Standard Terms & Conditions of Purchase" of BEML Limited is legally binding on the Bidder.
Eligibility of the source	The source participating in the tender should enclose their latest approval by BEML with their quote.
Offer Validity:	Bids submitted during e-tender shall be valid for the period of 180 days from the date of bidding.
Validity of Rates	<ul style="list-style-type: none">▪ Bidded Price to remain firm till completion of supplies against the Purchase Order.▪ No price variation will be entertained post procurement event.▪ Any increase in statutory levies during the course of the contract or in the event of delayed delivery beyond PO schedule will be to Vendor's account.▪ The benefits of any decrease in statutory levies during the course of the contract and also in the event of delayed delivery beyond P.O. schedule to be passed on to BEML.
Tender submission conditions	<p>The bidder has to submit Quote / offers in Two bid (Technical and commercial) as mentioned below</p> <p>i. Technical bid: Bidder to submit the following documents as a part of technical bid</p> <ul style="list-style-type: none">a) Compliance to Drawing, if anyb) Specifications & Data Sheets if anyd) Any other Enclosures related to technical bid as required for the tender and other information deemed appropriate in respect of this tender to be enclosed. <p>ii. Commercial Bid: Should include Price and applicable tax details.</p> <ul style="list-style-type: none">a) The price shall be quoted in the acceptable currencies i.e. INRb) Commercial ranking will be arrived on Individual itemd) For Bidders not agreeing with BEML standard payment terms, their prices will be suitably loaded with applicable cash credit interest @12% per annum while evaluation of bids. <p>Commercial bids of technically qualified bidders shall only be opened.</p>
Payment Terms	Payment against any order will be 100% of invoice value through RTGS payable on 60 th day from the date of supply at BEML, Bangalore complex.

**Document
Submission
Clause**

- a) The supplier shall make the equipment/material ready for immediate shipment according to the delivery Schedule indicated in the purchase order and hand over the equipment/material to the freight forwarding agent nominated by BEML on F.O.B. (Free on Board) supplier's port basis as applicable & specified in the purchase order.
- b) As soon as each shipment is made in line with the delivery schedule specified in the purchase order, the supplier shall send the following shipping documents to BEML by courier service.
- i. Three original inks signed and six copies of signed supplier's invoice.
 - ii. Three original inks signed and six copies of signed inspection/works test certificates.
 - iii. Three original inks signed and six copies of signed packing list indicated with quantity, purchase order number, consignee name.
 - iv. Three original inks signed and six copies of certificate of the country of origin issued by the concerned authorities (Chamber Of Commerce of supplier Nation)
 - v. Three original inks signed and six copies of certificate of weight & measurements.
 - vi. Three original inks signed and six copies of signed original negotiable clean on board Bill of Lading (B/L) /Air-way bill issued by the shipper.
 - vii. Three original ink signed and six Copies of certificate issued by supplier as to the compliance of order terms & completeness of supply as per order specification.
 - viii. If wood is used as packing material then six copies of Phytosanitary certificate from the concerned authorities indicating that the wood has been properly treated to be seaworthy.
 - ix. six copies of certificate indicating as under:
 - x. "This Invoice is correct in all respects and no other Invoice except the Pro-forma Invoice has been rendered previously in respect of the articles now charged herein."
- c) The ordered equipment/materials will be required to be supplied as per the delivery schedule in the purchase order. Deviation in shipment/partial supplies will not be entertained, unless otherwise mutually agreed to.
- d) SHIPPING / Letter of Credit Document Submission: **(Applicable for Foreign Bidders)**
- i. **In-case of Air / Ocean Shipment:**
One set of photo copy documents indicated at (b) above should be sent directly by courier through fastest mode / air mail to the following address:
THE DY GENERAL MANAGER,
MATERIALS MANAGEMENT DEPARTMENT (METRO PROJECTS),
BEML, BANGALORE COMPLEX,
PB NO.7501, NEW THIPPASANDRA POST,
BANGALORE, KARNATAKA,
INDIA, POSTAL CODE - 560 075

- e) One set of soft copy may also be emailed to sundeep.i@bemltd.in

NOTE:

The advance documents should reach the port consignee at least 15 days prior to the arrival of the vessel in case of sea shipment. If there is any accrual of demurrage/wharfage charges, either for belated receipt of documents or for wrong physical markings on the packages / bundles, these charges will be to supplier's account.

g) CONSIGNEE DETAILS

(i) PORT / ULTIMATE CONSIGNEE

The Deputy General Manager,
BEML, Bangalore Complex,
PB No.7501, New Thippasandra post,
Bangalore, Karnataka, India, Postal Code - 560 075

Supply Pattern	Material to be supplied as detailed in section “ Delivery Schedule ”
Labeling / Marking & Packing	<p>The Supplier shall ensure that the item supplied meets the Labeling requirements as per Company standards with minimum following detail:</p> <ul style="list-style-type: none"> ▪ Name of the manufacturer ▪ BEML Part Number ▪ Name & Class of Material ▪ Batch No. ▪ And any other additional information as specified in the Purchase Order. <p>The supplier should provide packing list of all items sent during the delivery. Non-submission of the same may lead to delay in payments.</p>
Breach of commitment:	If a bidding firm backs out after bidding, then a penalty will be levied by means of risk purchase, based on discretion of BEML.

Liquidated Damages (LD)	<p>The time and date of delivery of the stores stipulated in the purchase order shall be deemed to be essence of the contract and delivery must be completed not later than the dates specified therein.</p> <p>Should the contractor fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, BEML will entitled at their option to recover from the contractor as agreed damages, and not by way of penalty, Liquidated Damage charges will be recovered at the rate of 0.2% of total value of the amounts apportioned to the affected delivery schedule for each calendar day of delay for first 30 days and 0.5% of the total value of the amounts apportioned to the affected delivery schedule for each calendar day of delay beyond 30 days to the maximum of 10% of the affected delivery schedule of the purchase order.</p>
Non performance clause:	In case of non performance of the order “Risk Purchase Clause” will be initiated. BEML will have an option to take alternate procurement action at your risk & cost apart from recovery of LD.
Dispatch Instructions:	In case of Indian Supplier: F.D.D. (Free Door Delivery), BEML Limited, Bangalore Complex, Bangalore
Short Supply:	In case of shortage noticed in supplies made, the same shall be made good by the vendors on intimation by BEML.
Transit Insurance:	<ul style="list-style-type: none"> i. In case of F.O.B. offers, insurance shall be arranged by the BEML from supplier port till BEML. ii. In case of imports of the materials, although the insurance shall be paid by the BEML, any loss or damage shall be made good by the supplier at free of cost, without waiting for the settlement of insurance claim. BEML shall reimburse the payment after settlement of insurance claim to the supplier.
Material Acceptance / Rejection Procedure	<ul style="list-style-type: none"> ▪ Goods not matching the Specifications mentioned in the Purchase Order are liable for rejection. <p>Inspection carried out at BEML's designated location on receipt of the material is final and binding for the bidders.</p>
Quality Assurance Terms	<p>Inspection:</p> <ul style="list-style-type: none"> ▪ Supplies are subject to final approval by BEML Inspection Department at BEML works. ▪ Please co-ordinate with BEML inspection department and obtain details of test certificate to be sent along with supply and other parameters to be checked before making supplies. ▪ If the supplies are received without check sheets / certificates, the same are liable for rejection. Please co-ordinate with Quality Control Department for check sheet to be complied along with the supplies if not already sent. ▪ ALL THE RELEVANT QUALITY DOCUMENTS & TEST CERTIFICATES PERTAINING TO THE MATERIAL HAS TO BE SUBMITTED AGAINST EACH OF THE SUPPLIES.

Rejected Material Return	<p>In case, if material supplied by the vendor have been rejected through NCR (Non Confirmatory Report) /PDO (Parts Disposition Order) on account of Manufacturing defects at any stage from the date of receipt of material at BEML Ltd till completion of the warranty period, the same will be communicated to the vendor, wherein vendor is liable for rectification of defective part (or) providing replacement within 48 hours from the date & time of communication on DDP (in case of foreign suppliers) / FDD (in case of Indian suppliers) without claiming any cost from BEML.</p> <p>In case, vendor fails to rectify defective part (or) supply the replacement within 48 hours, BEML is entitled to procure the same on its own and recover the cost from vendor bills including cost towards any downtime in production.</p> <p>The rejected material will be handed over to the vendor (either at BEML works/respective depots) only on receipt of replacement against rejections. Necessary arrangement for collecting the rejected materials & transportation should be arranged by the vendor. Further, vendor is liable for submitting the Investigation report/failure analysis and the remedies for overcoming such failures for all other material supplied by the firm.</p>
Loading against faulty supply:	Suppliers will be debited by BEML with double the charges incurred on account of rework carried out on faulty supplies (wherever possible) to meet urgent production requirement.
Risk Purchase clause:	Should the contractor fail to deliver the stores or any consignment there of within the period prescribed for such delivery , BEML will be entitled at their option to purchase elsewhere , without notice to the contractor on the account and at the risk of the contractor the stores not delivered or others of a similar description (where other exactly complying with the particulars are not in the option of BEML which shall be final, readily procurable) without canceling the contract in respect of consignment not yet due for delivery.
Specification Changes:	No change shall be made to any part of the specification by the Supplier. All the purchases are governed by the Specification(s) mentioned, unless superseded by a Revision duly authorized by the competent authority of buyer.
Right of Buyer	<p>BEML reserves the right to partially or totally accept or reject any/all bids placed in the tender event without assigning any reason whatsoever.</p> <p>BEML also retains the right to allot the requirement to more than one bidder or consolidate the requirements among one or more bidders.</p>
Right To Vary Quantities	<p>In general, BEML reserves the right to increase or decrease the quantity specified in the schedule of requirements without any change in the unit price or other terms and conditions within the agreed delivery schedule.</p> <p>BEML reserves the right to decrease the quantity at any time during the pendency of contract. BEML would provide advance notice on the decrease in quantity. The period of advance notice for decrease in quantity would be mutually discussed between BEML and the supplier.</p>
Termination	In the event of any breach by the bidders 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 bidders or on the part of his employees, BEML shall be entitled to terminate this agreement forthwith without giving any notice.
Warranty	All the stores supplied shall be warranted against any defect in material, workmanship, design or dimension etc., for a period of twenty-four (24) months after taking over of last train (378th car) after its introduction into revenue operation and supplier shall remedy such defects at his /their own cost or replace free of charge such stores when called upon to do so by BEML shall state in writing the nature of defects of the stores.

PBG (Performance Bank Guarantee)	Not Applicable
Jurisdiction	No legal proceeding to enforce any claim and no suit arising out of this contract shall be instituted except in a court of competent jurisdiction located in Bangalore, Karnataka
ARBITRATION:	<p>Disputes if any, arising between BEML and the supplier in connection with this Purchase Order or any other matters connected herewith, the same will be mutually discussed and settled, failing which, the disputes shall be referred to a 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.</p> <p>The place of arbitration shall be at Bangalore and all arbitration proceedings shall be conducted in English language. The award of the sole arbitrator shall be final and binding on all the parties.</p> <p>Supply under the purchase order, if reasonably possible, may continue by mutual agreement during the dispute / arbitration proceedings.</p>
PURCHASE ORDER CANCELLATION CLAUSE	In the event of any situation arising out of or caused by any act which is beyond the control of BEML, which results in change of Production Program or stoppage of production may necessitate cancellation of further deliveries by giving Three Months notice in advance to the supplier. BEML can terminate the Purchase Order without prejudice to the right of parties, accrued to the date of termination
FORCE MAJEURE CLAUSE	Notwithstanding anything contained in the Contract, neither the Supplier nor the BEML shall be held responsible for total or partial non-execution of any of the contractual obligations, shall 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 BEML 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 BEML 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 BEML for the supply / work affected, if any, shall not be construed as waiver in respect of remaining deliveries. Notwithstanding above provisions, BEML 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. Purchase may takeover partly processed material at a mutually agreed price.

Other Terms & Conditions

Consequent to the implementation of GST, GST would be applicable on the liquidated damages and the same is covered within Schedule II Para 5 clause (e) - Chapter heading 9997 – 'Other Services' and the Liquidated Damages is taxable @18% GST (9% CGST and 9% SGST) at present.

10) Tax Collected at Source (TCS) clause:

I) The Finance Act, 2020 has inserted a new sub-section (1H) in section 206C of Income Tax Act, 1961, which deals with collection of tax at source (TCS). The above amendment came into effect from 01st October 2020.

II) After placement of purchase order, if TCS is applicable u/s 206C (1H) on Income Tax Act, 1961, will be paid, provided supplier are claiming it in their invoice and on submission of following undertaking along with the invoice, stating that:

- a. TCS is applicable on supply of goods since our turnover in previous year was more than Rs. 10 Crores and
- b. Total supply of goods to BEML in FY 2020-21 exceeds Rs. 50 Lakhs and
- c. TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date and
- d. TCS certificate as provided in the Income Tax Act will be issued to BEML in time.

Exhibit-II

ANNEXURE-B

LIST OF ITEMS WITH DESCRIPTION & QUANTITIES:

Sl . n	Part No	Item Description	UOM	Qty	Delivery schedule (tentative)
1	52514260	FEED LIMITSWITCH TO MODEL No. ZV1H	NO	126	Jan'2025

It may please be noted that above delivery schedule is only “tentative”. However, final delivery schedule will be indicted in the purchase order.