

## **BEML LIMITED**

(Schedule 'A' Company under Ministry of Defence, Government of India)

### **NOTICE INVITING TENDER (NIT)**

#### **Request for Proposal (RFP) through e-mode-Open Tender in 2 Bid System Through SRM Portal.**

For development and supply of CABIN ASSY to Part No. 1515AEFK106D.



## **BEML LIMITED**

(Schedule 'A' Company under Ministry of Defence, Government of India)

Earth Movers Division,

BEML Nagar Post,

Kolar Gold Fields (KGF),

Kolar District, Karnataka - 563115,

INDIA.

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## **ABBREVIATION:**

SRM	Supplier Relationship Management
IPR	Intellectual Property Rights
NIT	Notice Inviting Tender
RFP	Request for Proposal
QAP	Quality Assurance Plan (QAP)
FY	Financial Year

## **BID NOTICE**

BEML Limited (formerly Bharat Earth Movers Limited) was established in May 1964 as a Public Sector Undertaking, Schedule 'A' Company Under Ministry of Defence, Government of India.

Bids are invited by the Asst. General Manager, Materials Management (Construction), EM Division, BEML Limited, BEML Nagar Post, KGF- 563115, Karnataka from eligible firms for development & supply of 25 Nos. of CABIN ASSY to Part No. 1515AEFK106D on firm and fixed price basis.

Item Details	Sl. No.	Part No.	Description	Tender Qty (nos)
	01	1515AEFK106D	CABIN ASSY	25
Scope of supply	Development & Supply of CABIN ASSY to Part No. 1515AEFK106D as per BEML Technical Requirements/QAP.			
Mode of Tendering	<b>BEML-SRM Portal (e-mode) Open Tender in 2 Bid System.</b>			
For Clarifications	For Clarifications	Contact Person	Contact Number	e-mail ID
	Design Related Clarifications	Mr. Ramu Anapana. AGM (R&D) Suresh H G AGM	7892710248  9108939445	ramu.anapana@bemltd.in suresh.hg@bemltd.in
	Quality Related Clarifications	Mr. Gopinath Sr. Manager (Quality)	9480471396	<a href="mailto:gopinath.m@bemltd.in">gopinath.m@bemltd.in</a>
	Tender documents	Mr. S.D. Prem Kumar AGM (Materials Management)	9036878264	<a href="mailto:premkumar.sd@bemltd.in">premkumar.sd@bemltd.in</a>

## **NIT Terms and Conditions**

- 1) Quotations should be submitted online (E-mode) in BEML SRM platform in Two-Bid system as below:

**1.1 Technical Bid (through e-mode on SRM portal):** Technical supporting documents for supplying the CABIN ASSY to Part No. 1515AEFK106D should be uploaded in C-folder of Technical Bid in SRM portal. Please ensure that signed/sealed technical supporting documents uploaded do not contain any price details.

**1.2 Price Bid (through e-mode on BEML SRM portal):** Price Bid details and relevant commercial terms are to be entered in Price Bid only.

**1.3** Both technical and price bids are to be submitted in the system before the tender closing date/time. After evaluating the technical bid, the Price bids of only technically qualified firms will be opened.

**1.4** Please note that bidder should be having a valid Class-III Digital Signature Certificate issued by authorized Certifying Authority to submit bid in our SRM e-Procurement system. Interested bidders can contact BEML through e-mail: [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in) to obtain the username & password for submitting the quotations. In case of any queries, you may contact BEML SRM Team on phone no. 080-22963269.

### **2) Technical Details:**

**2.1 The scope of Supply:** The bidder is requested to carefully go through the enclosed main drawing of CABIN ASSY to BEML Part No: 1515AEFK106D.

**2.1.1** The scope of CABIN ASSY to BEML Part No: 1515AEFK106D is as follows;

#### **I. Cabin Consists of:**

1. Cabin Structure (L-1700mm, W-980mm & H-1800mm).
2. Door Assy.
3. Top Hatch Assy.
4. Cabin Glasses with Screen Printing.
5. Cabin Wiring Harness.
6. Wiper motor with Windshield Washer System.
7. Fan with Switch, Coat Hook, Magazine Pouch, LH & RH Rear View Mirror, Water Bottle Stand (ABS), etc.
8. Movable Front Window with Lock System.
9. ABS – RH Side Trim.
10. ABS- Display Cover for mounting Display unit & AC louvers.

11. ABS- LH Side Trim,
12. Speaker- 2 Nos.
13. FM Radio/Music system.
14. Antenna.
15. LED Lamp with Switch
16. Emergency Hammer.
17. Mobile Charger Socket
18. AC Ducting as indicated in the drawing, etc.

**II. Operator Seat Assy with movable control covers consists of:**

1. Operator Seat (Salient features of Operator seat shall be as per drawing).
2. ABS – LH Control Cover with suitable mountings for mounting of LH side Controls as indicated in the drawing
3. ABS- RH Control Cover with suitable mountings for mounting of RH side Controls as indicated in the drawing
4. Hardwares required for mounting of Control Covers on Operator Seat

**III. ABS-HVAC Panel Cover** as indicated in the drawing

**IV. Floor Frame.**

**V. Hardwares required for mounting of Operator Seat & Cabin on Floor Frame.**

**VI. Assembly of Operator seat & Cabin on Floor Frame**

2.1.2 Test certificates/Compliance Certificate/Warranty Certificates are to be submitted along with each supply as per QAP.

- 3) **Delivery Schedule:** The required delivery schedule of subject Kit is indicated below,

Financial Year	Tentative Required Qty	Remarks
FY 2024-25	25 Nos.	Sample CABIN ASSY of 1 No. to be delivered at the earliest to meet BEML requirements. Delivery schedule for the balance quantity will be released after fitment & quality clearance.

- 4) **Important Terms & Conditions for submitting Quotation:**

- a) Basic unit price should be firm & exclusive of tooling/development costs (if any). Tooling/development costs shall be separately indicated in text. However, L-1 will be arrived on net landed cost basis.
- b) Tooling/Development cost will be paid after successful development & fitment of CABIN ASSY on equipment with certification of quality & user department.
- c) Firm should provide details of tooling's developed and the same will be BEML's property once tooling cost is paid. Tooling's should be returned back to BEML on demand.

- d) The submitted quote should be exclusive of GST. L-1 firm should provide the cost breakup details for CABIN ASSY items.
  - e) Statutory Levies shall be applicable as per the Government norms and are exclusive of quoted unit price.
  - f) Fax / email quotations are not acceptable.
  - g) BEML reserves the right to accept or summarily reject any bid without assigning any reason thereof.
  - h) Bidding firms are requested to offer their most competitive unit price.
  - i) Upward revision of quoted rates will not be permitted and prices shall be firm and fixed during the pendency of the contract.
  - j) BEML reserves the right to accept or reject all the tenders summarily or any tender either in part or full without assigning any reason thereto, which is final and binding on the tenderer.
  - k) Delivery terms shall be DAP, BEML Ltd, EM Division, Kolar Gold Fields, Karnataka-563115.
  - l) BEML reserves its right to reject any incomplete bid submitted.
- 5) **Validity of quotation:** Quotes must be valid for a minimum period of 120 days from the date of closing of bid.
- 6) **BEML preferred Payment terms:** The payment will be made on the 60<sup>th</sup> day from the date of receipt and acceptance of material at BEML works. For MSME firms, Payment term is as per MSME Act i.e. 45<sup>th</sup> day from the date of receipt and acceptance of material at BEML works.
- 7) **Performance Bank Guarantee (PBG):** Bidder should execute performance bank guarantee (PBG) for 10% of basic value from any schedule bank and it should be valid for 15 months from the date of last supply.
- 8) **Inspection:**
- a) Stage Inspection/Final Inspection will be carried out at firm's premises by Divisional Quality / BEML SIT/3<sup>rd</sup> party inspection as per BEML Technical Requirements.
  - b) Material test reports /Weld Test certificates/Inspection reports / Check Sheets/ Guarantee / warranty certificates are to be submitted.
  - c) Maximum care shall be exercised by the supplier to avoid any rejection.
  - d) In case the items get rejected during the initial inspection stage or during further processing stage, the rejected materials shall be collected by the vendor within 90 days from the date of communication of the quality notification by the quality department failing which the same shall be scrapped by BEML without further notice. The amount paid to the supplier towards the rejected items including GST and any other expenses shall be paid by the supplier before collecting the rejected items or the same shall be recovered / recoverable from any of the outstanding / future bills of the supplier.
- 9) **GST CLAUSE:** GST as applicable will be paid as per the payment terms of PO. Bidder should discharge GST liability and ensure filing of periodical GST returns in the manner prescribed in GST law.
- 10) Applicable GST percentage along with HSN code should be indicated separately.

- 11) **Warranty Term:** All the stores supplied shall be warrantied against any defect in material, Workmanship, design or dimension etc., for a period of twelve calendar months from the date they are actually put into use or eighteen months from the date of receipt of supply in BEML Limited whichever is earlier and the supplier shall remedy such defects at his/her own cost or replace free of charge such stores when called upon to do so by BEML who shall state in writing in what respect the stores are defective.
- 12) **Intellectual Property Rights:** The Intellectual Property Rights (IPR) developed under this contract will solely belong to BEML Ltd.
- 13) **Liquidity Damage Clause:** The date given for delivery shall be complied with. The supplier should be able to complete delivery as per the delivery schedule of purchase order. LD shall be applicable @ 0.5% per week or part of a week subject to maximum of 5% of the Purchase Order value. However, LD is not applicable for sample lot of one number CABIN ASSY being a development action.
- 14) **Packing and dispatch:** The supplier should ensure proper packing of materials to avoid transit damage with suitable mode of transport & transit insurance.
- 15) **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.
- 16) **Jurisdiction:** Courts at Bengaluru alone shall have jurisdiction to decide any issue / dispute arising out of the arbitration or this contract in exclusion of all other courts. However, jurisdiction of any other court may be accepted by mutual discussion and agreement between BEML and the supplier.
- 17) **Arbitration:**
- a) 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
- b) In case of CPSEs inter-se and CPSEs and Govt. departments-In the event of any dispute or difference relating to the interpretation on application of the provisions of Price contract (s) between Central Public Sector Undertaking Enterprises (CPSEs)/ Port Trusts inter-se and also between CPSEs and Government Departments/ Organizations (excluding disputes concerning railways, income tax, customs and excise departments), such dispute/ difference shall be taken up either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)2013-DPE(GM)/FTS-1835 dated 22.05.2018.

**18) 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.

**19) Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection of the bid.

**20) Risk Purchase Clause:** The supplier shall complete the delivery of the required materials as per the delivery schedule of the PO 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.

**21) Price 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.

**22) Force Majeure Clause:** Notwithstanding anything contained in the Contract, neither the firm nor the BEML 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' condition which directly affects the obligations to be



performed by the BEML or the firm. 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 Service Provider 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 Service Provider 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.

23) This tender is also governed by the conditions of BEML as detailed in form no **8205350535**.

24) **Non-Disclosure Clauses of Contract for preventing of Data theft/ leakage:** During the contract period, the Consultant, Contractor, Personnel of vendor will have restricted access to sensitive confidential information of BEML Limited such as IT infrastructure, business data, software information, etc. The vendor or its personnel shall not disclose at any point of time to any other person / third party the information so received and use the same degree of care to maintain the confidentiality of the information as if the information is their own. Also, the vendor may use the information only for serving BEML's interest and restrict disclosure of information solely to those employees of vendor having a need to know such information in order to accomplish the purpose stated above, advise each such employee, before he or she receives access to information, of the obligation of vendor under this agreement and require such employees to maintain these obligations. Violation of NDA will lead to legal action, forfeiture of PBG and blacklisting.

25) **Integrity Pact:** BEML being a Public Sector (under Ministry of Defence), it is mandatory that the bidder should sign the INTEGRITY PACT on a plain paper as per the attached copy (C-Folder SRM portal) or same can be downloaded from BEML website and should be submitted along with the bid.

**Qualification Criteria for Technical bid:**

1. Source whose Cabin design is adapted for new BE220G Excavator Model equipment only to participate to qualify for consideration of quotation.
2. Successful bidder shall accept to supply the material in staggered lots as per BEML requirements.
3. Supplies shall be strictly as per BEML Technical Requirements/QAP.
4. Any new firm interested in supplying / developing the subject item may contact us through mail id [ragunath.bv@bemltd.in](mailto:ragunath.bv@bemltd.in). Development action will be initiated based on BEML requirements after ascertaining the capability of the firm by BEML.
5. For initiating development action, interested new bidder should submit NDA and NCA mandatorily to obtain drawings and further inputs from BEML. Development action will be initiated after ascertaining the capability of the firm by BEML team (R&D & Quality).

**NON-COMPETITION AGREEMENT**

(To be executed on Stamp paper of value of Rs. 200/-)

**THIS NON COMPETITION AGREEMENT** is made and executed on this the.....day of .....at Bangalore **BETWEEN** M/s. BEML Ltd, a Government of India undertaking, having its Registered office at No.23/1, "BEML SOUDHA", 4th Main Road, Sampangiram Nagar, Bangalore – 560 027 (hereinafter called "**BEML**") and manufacturing units at Kolar Gold Fields, Mysore and Bangalore, which expression shall unless repugnant to the subject or context thereof mean and include its representatives, administrators, successors and assigns etc. of the **FIRST PART**.

AND

M/s.....Company, with its Registered Office at.....and manufacturing unit at.....represented by their Shri..... a lawful Attorney, residing at.....(hereinafter called "**VENDOR**") which expression shall unless repugnant to the subject or context thereof mean and include its representatives, administrators, successors and assigns etc of the **SECONDPART**.

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

Whereas, BEML will place Purchase Order No.....Dated.....on the **VENDOR** for supply of .....which products are exclusively manufactured to the designs and specifications of BEML.

In pursuance of the placement of the above Purchase Order on M/s.....or M/s.....or any other Authorized Dealer / Distributor of or any person authorized by .....the **VENDOR** hereby agree and undertake not to quote or supply.....to any other parties in India and as such the **VENDOR** is prohibited to quote or supply the products specified in the instant Agreement. In contravention of this term, The **VENDOR** or any other Authorized Dealer / Distributor / Agent of or any person authorized by the **VENDOR** were to quote and supply.....to any other parties in India and / or abroad, BEML would, **after giving a reasonable opportunity to explain such quote and supply** be entitled to levy a penalty to the extent of loss occasioned to BEML.

This Non-Competition Agreement will be valid for a period of five years from the date of placement of Purchase Order by BEML on the **VENDOR** and for all Government / Quasi-Government companies in India and all non-Government Companies in India and abroad.

Disputes if any, arising between the parties in connection with this Non-Competition Agreement or any other matters connected therewith, 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. 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 framed there under. Courts at Bangalore shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Non-Competition Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS AND SEALS ON THE DAY, MONTH, AND YEAR FIRST ABOVE WRITTEN.

**M/s.BEML LIMITED.**

**M/s.**

**WITNESSES :**

- 1)
- 2)

**WITNESSES :**

- 1)
- 2)

Annexure-II  
**CONFIDENTIALITY AGREEMENT**  
(To be typed in Rs.100 value document)

This Confidentiality Agreement is made and entered into between M/s BEML Limited, (hereinafter referred to as BEML), a Govt. of India Undertaking under Ministry of Defence, having its Registered Office at BEML Soudha, No.23/1, 4th Main, Sampangirama Nagar, Bangalore – 560 027 and M/s ----- (hereinafter referred to as XXXX) having its Registered Office at..... M/s. BEML, has been patronizing XXXX for components /spares listed in Annexure here to. A need has been felt to revitalize the business relationship for mutual advantage.

1. It is mutually, therefore, agreed that the following shall form part of the terms and conditions for continued business :
  - a) The supplier shall not divulge to anyone else except under the authority and for the purposed of BEML, all information such as technical data, specifications, drawings, models of specimens furnished / supplied by BEML for the purpose of manufacture or in connection with developmental activities, constitute the property of BEML and the supplier shall keep them in strict confidence. This has been explicitly stated in all the details to the supplier through Purchase Order / Drawings etc., released.
  - b) The supplier shall not supply the components / spares exclusively manufactured for BEML Limited with the Technical Data / Specifications /assistance furnished by BEML and shall not disclose my initiations, development of adaptations thereof to anyone else except with the written consent of BEML.
  - c) BEML shall be entitled to prevent breach of the above and to claim damages in case of any breach. It is hereby mutually agreed that for breach of this agreement the Vendor shall pay, without actual proof of damages, a liquidated amount of Rs. 1.00 Crore (Rupees One Crore only).
  - d) ARBITRATION: In the event of any question or disputes arising under these conditions or any other terms and conditions 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 an award of a Sole to be appointed by BEML with the consent of the Contractor / Vendor Supplier and the Arbitration proceedings of Arbitration and Conciliation Act1996. The Courts in Bangalore alone shall have jurisdiction to deal and decide any legal matter or dispute whatsoever arising out of this Contract.
2. BEML shall be entitled to prevent breach of the above and to claim damages in case of any breach.
3. the Signatories hereto declare that they have the sanction and power to execute and deliver this binding agreement.

IN WITNESS WHEREOF, the parties hereto have set their respective hands to this Confidentiality Agreement  
on ..... written in the presence of Witness.

For **BEML Limited**

For M/s.

WITNESS :

1.

2.

WITNESS :

1.

2.

List of Items: