

E-bid invitation No: 6300040158

DESCRIPTION: SUPPLY / POSITIONING OF NEW TVS APACHE RTR 160 4V RD WITH REGISTRATION, INSURANCE AND NUMBER PLATE AS PER RTO NORMS AT BEML LIMITED, RCU-II, KGF.				
SPECIFICATIONS REQUIRED				
Sl. No	SPECIFICATION	REQUIREMENT	BIDDERS REMARKS	DEVIATION (TO BE MENTIONED)
1	Make	TVS		
2	Model	Apache RTR 160 RD petrol BS VI		
3	Cylinder	4 stroke single cylinder air cooler engine		
4	Tyre	Tubeless tyre		
5	Brake	Preferred Disc brakes	FRONT: REAR:	
6	Starter	Self-starter		
7	Warranty	5 years		
8	Free service	5		
9	Paid service	16		
10	Insurance	As per latest RTO norms		
11	Road tax	Life time tax		
Number plate with RTO Registration, Road tax, Insurance as per RTO norms is on firm's scope.				

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11	Accessories to be provided along with vehicle	a. ISI mark helmet with visor (not full face helmet) - 2 Nos. b. Seat cover c. Crash guard d. Handle grip e. Mirror f. Side stand and g. any other mandatory accessories to be mentioned.		
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The supplier shall arrange for all transactions required for supplying the vehicle to BEML LIMITED at KGF RTO office to pay all registration charges/Insurance/Road tax and any other statutory bills to be paid (VENDOR scope).

GENERAL TERMS AND CONDITIONS

1.	Pre-shipment inspection of the vehicle by BEML LIMITED, to ascertain the quality.		
2.	Firm to provide address and contact details of service point and spares parts availability at KGF/Bangarpet/Kolar.		
3.	User guide manual and maintenance tool kit to be supplied along with vehicle.		
4.	Demonstration of New TVS APACHE RTR 160 is to be done at BEML LIMITED, RCU-II, KGF.		
5	Delivery Period required		
6	Bank Guarantee: 5 % of PO value till completion of warranty period.		

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Commercial Terms and conditions

1. The firms are requested to offer their best non-negotiable price.
2. Revision of rates upward will not be allowed and prices shall be firm till the completion of order and valid through the shipment.
3. BEML preferred delivery terms is-FOR - BEML, RCU-II, KGF basis
4. Validity of quotation: Quotes must be valid for minimum of 120 days from the bid closing date.
5. 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 supply from the date of Purchase order.
6. **BEML preferred Payment terms:** The payment will be made on the 60 th day (45 days for MSME) from the date of receipt, acceptance and installation & commissioning of the capital item at BEML works.
7. 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.
8. The bidder should fill the technical 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.
9. **Liquidated damages clause** is applicable. If the Supplier exceeds any agreed delivery date(s) or period(s), Purchaser shall levy LD on back to back basis.
10. Training to be provided at free of cost for the operation and maintenance of the capital item supplied.
11. Bank Guarantee for contract performance covering delivery obligation and warranty clause for 5 % of the total order value shall be applicable.

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12. Bank Guarantee for 5 % of total value of the PO including taxes and duties should be submitted within 60 days from date of purchase order or the delivery schedule, whichever is earlier and the Bank Guarantee shall be kept valid for a period covering warranty period plus one month. Warranty period will start from the date of commissioning of the capital item at BEML.

13. 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.

14. **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.

15. **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/KGF 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.

16. 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.

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.

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d. BEML shall be entitled to prevent the breach of the above and to levy penalty/claim damages in case of breach.

17. 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.

18. 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, 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.

19. 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.

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