

BEML LIMITED

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

NOTICE INVITING TENDER (NIT)**Request for Quotation (RFQ) through SRM Portal****For Supply of**

SN	Part No / Description	Qty (No)
1	EPMC00301629 PHACO-EMULSIFICATION UNIT	1

Prepared and Published by

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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1. 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 Defense, Government of India. Bids are invited by **AGM, Materials Management, EM Division, BEML Limited, BEML Nagar Post, KGF- 563115**, Karnataka in **"Two Bid System"** from eligible firms.

Item Details	<div>Procurement for Supply of following items to BEML Limited, EM Division, KGF.</div> <table><tr><th>SN</th><th>Part No / Description</th><th>Qty No</th></tr><tr><td>1</td><td>EPMC00301629 PHACO-EMULSIFICATION UNIT</td><td>1</td></tr></table>	SN	Part No / Description	Qty No	1	EPMC00301629 PHACO-EMULSIFICATION UNIT	1
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1	EPMC00301629 PHACO-EMULSIFICATION UNIT	1					
Pre-Qualification Criteria	<div>A) Earnest Money Deposit (Bid Security):</div> <div>I. Earnest Money Deposit (EMD) of ₹ 60,000/- (refundable) is to be paid by the bidders through RTGS/NEFT to SBI Account No: 54029289872, IFSC code: SBIN0040168 and the payment details / UTR number to be sent to email id: jayashree@bemltd.in before the tender closing date. EMD can be submitted through Bid Guarantee also from any Commercial Bank before tender due date and time. The EMD amount does not carry any interest.</div> <div>II. MSE's/NSIC bidders for manufacturers and Services are exempted from submission of EMD as per government order. MSE/NSIC certificate shall be uploaded along with the Technical bid for claiming exemption. otherwise bid submitted will be liable for rejection.</div> <div>III. Refund of Bid security/ EMD:</div> <div><div>a) For Unsuccessful bidders:</div><div>The Bid security / EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.</div><div><div>b) For successful bidders:</div><div>The successful bidder shall provide a e-Bank Guarantee (e-BG). The Bid security/EMD of the successful bidder(s) will be returned within 30 days after the receipt of e-BG.</div></div><div>We can have access to e-BG issued to KGF complex and details was as below;</div></div>						

	<p>Company Name: BEML Limited</p> <p>Beneficiary / Entity ID: NCTGC2570P</p> <p>Beneficiary / Entity Name: Earth Mover Division, KGF</p> <p>NIT acceptance Letter: To be enclosed with duly Seal & Signature.</p>
Pre-Bid Meeting	NA
Mode of Tendering	SRM Portal (e Tender)
Date & time of opening Of Price Bid	After technically evaluation, technically qualified Price Bids will be opened

For any other clarifications, please contact		
Contact Person & Designation	Contact Number	E-mail Id
Mr Prakash C.S Asst. General Manager-Planning	08153-279725	prakash.cs@bemlltd.in
Ms JAYASHREE. S Asst. General Manager- Materials	08153 – 279333/ 279334	jayashree@bemlltd.in

1. NIT TERMS AND CONDITIONS

1. Instruction for submission of Bid:

(i) Technical Bid:

1. Technical Bid should contain only filled-up documents and other supporting documents.
2. Please ensure that no price details are given in the Technical Bid. Duly filled in "Technical Specification and Scope of Supply document" along with supported documents, wherever required, has to be uploaded.

(ii) Commercial Bid:

1. Commercial Bid should contain Price details with commercial terms only.

2. Opening of Tender:

- (i) Technical Bids will be opened in the system after tender closing date and time.
- (ii) Commercial Bids of technically qualified bidders as per qualifying criteria and NIT will only be opened subsequently in the system.

3. General Terms and Conditions:

- (i). The firm should be original equipment manufacturer (OEM). If OEM is not participating, authorization certificate issued by the OEM shall be enclosed by the distributors, who participate in this tender for transfer of authority.
- (ii). The tender will be evaluated only on the basis of documents uploaded by the bidder online against the requirement in NIT and Technical Specifications.
- (iii). BEML reserves the right to seek clarifications/documents with respect to NIT/Technical Specification/Scope of Supply during the Technical Evaluation of bids submitted.
- (iv). Bid Validity: The validity period of the tenders shall be minimum 120 days from the closing date for submission of bid.
- (v). The bidders should quote their unit rate on FOR (Free on Road/Rail) destination basis. The bidder will be responsible for safe arrival of materials to the destination.
- (vi). **Delivery Schedule:** The supply should be completed within the stipulated period of delivery which shall be reckoned from the date of receipt of Purchase Order.
- (vii). **Payment terms:** 100% payment will be made on the 60th day from the date of successful installation/commissioning of machine and proving its performance at our works and submission of e-BG. For MSE firms, Payment term is as per MSE Act i.e. 100% payment on 45th day from the date of successful installation/commissioning of machine and proving its performance at our works and submission of e-BG.
- (viii). **Warranty:** All the Equipments should carry minimum warranty of 1 year from the date of commissioning
- (ix). **E-Bank Guarantee (e-BG):** Firm has to submit e-Performance Bank Guarantee (e-BG) for an amount of 5% of PO Value covering the warranty period of Total 15 months (12 months + 3 months) from the date of successful installation & commissioning from any scheduled commercial Banks authorized by RBI.

- (x). **Liquidated Damages:** In the event of failure to deliver or dispatch the stores within the stipulated date/period in accordance with the specifications mentioned in the Purchase order and in the event of breach of any of the terms and conditions mentioned in the Purchase order, BEML reserves the right:
- To recover from the successful tenderer, a sum of 0.5 % (half percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%.
 - To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply,
 - To forfeit the Earnest Money Deposit fully or partly.
- (xi). **Lifetime Spare Parts:** In any event, the Supplier shall not seek to terminate manufacture and supply of spare parts for a period of not less than ten (10) years from the date of commissioning of the equipment.
- (xii). Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.
- (xiii). The supplier shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of BEML any gift or consideration of any kind as an inducement or reward for going or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing to show favour or dis-favour to any person in relation to the contract or any other contract with the purchaser. Any breach of the aforesaid condition by the supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the supplier) or the Commission of any offence by the supplier or by any one employed by him or acting on the behalf under chapter IX of the Indian Penal Code.1860 or the Prevention of Corruption Act, 1947 and any amendments thereto or any other Act enacted for prevention of corruption by Public Servants shall entitle BEML to cancel the contract and all or any other contract with the supplier and to recover from the supplier the amount of any loss arising from such cancellation.
- (xiv). The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.
- (xv). BEML reserves the right to accept or reject any bid without assigning any reasons thereof.
- (xvi). Tenderer shall submit their compliance to all the terms and conditions prescribed in this NIT as well as in Scope of Supply and technical specification in writing.
- (xvii). Non-compliance with any of the tender conditions and incomplete, conditional and ambiguous offers are liable for rejection.
- (xviii). The Bidders shall fill in all the required particulars in the blank space provided for the purpose in the tender document. Bidder shall affix seal and sign on each and every page of tender

document and upload the same as a token of acceptance of all the tender terms & conditions.

(xix). No corrections/ revisions will be entertained after closing date and time of tender. All the documents should be uploaded in PDF e-Procurement system.

(xx). **GST CLAUSE:** Applicable GST percentage along with HSN code should be indicated separately.

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.

4. Packing and dispatch: The supplier shall dispatch the item in a suitable mode of transport safely and carefully in all respects considering the peculiarity of the material.

5. Termination: In the event of any breach by the bidder of any condition herein or in the ATC of SRM origin 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 forth with without giving any notice.

6. 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.

7. 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 Act1996. The Courts in Bangalore alone shall have jurisdiction to deal and decide any legal matter or dispute whatsoever arising out of this Agreement.

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 excised departments), such dispute/difference shall be taken up either party for resolution through AMRCD as mentioned in DPEOMNo.4(1)2013-DPE(GM)/FTS-1835dated22.05.2018.

8. Secrecy Clause:

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.

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.

Purchase order or copy of the same in full or part thereof shall not be produced to any one else other than to statutory authorities. BEML shall be entitled to prevent the breach of the above and to levy penalty/claim damages in case of breach.

9. Public Procurement – Preference to Make in India Policy:

The procurement and placement of order is subject to Public Procurement (Preference to Make in India) Order 2017 issued by the Ministry of Commerce and Industry, Department of Industrial Policy & Promotion, Government of India vide No.P-45021/2/2017-B-E-II dt 15th June 2017. The full details of the order can be seen at <http://dipp.nic.in/whats-new/public-procurement-preference-make-india-order-2017>.

10. 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.

11. 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.

12. 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.

3) Technical specifications:

SPECIFICATION OF PHACOEMULSIFICATION UNIT			
Sl No	Description	Compliance (Yes/No)	Remarks
1	Pump: Peristaltic		
2	FLUIDICS		
a	Closed fluidic system. No internal tubing		
b	Aspiration upto 50 cc/min or More		
c	Maximum vacuum of 0-500 mm Hg or more		
d	Vacuum and aspiration control - programmable linear control or panel control		
e	Reflux: Gravity venting system		
3	ULTRASOUND		
a	Pulse mode, micropulse and burst mode should be available		
b	Auto tuning mode should be available		
c	Ultrasound frequency 28-40 KHz		
d	Phoco pulse frequency setting and duty cycle are adjustable		
e	Anterior chamber surge prevention mechanism should be available		
f	Phoco tip movement must be longitudinal or longitudinal with transverse ultrasound blended preferable. It must work with straight phaco tip and bent phoco tip.		
4	ANTERIOR VITRECTOMY: Should be available - 700 or more cuts per min		
5	BIPOLAR DIATHERMY: Should be available		
6	DISPLAY: Colour LCD/LED		
7	FOOT PEDAL: Programable detents and side switches should be available		
8	STAND: To be provided to hold and move the Phacoemulsification equipment		
9	UPS: Online 1 KVA capacity UPS to be provided. Make: APC/Microtek/Amaron/Exide		
10	APPROVALS: The equipment must have valid US FDA & CE European or Equivalent Indian standard approval		
11	CONSUMABLE TO BE PROVIDED		
a	Phaco hand piece - 2 Nos.		
b	Anterior Vitrectomy Cutter - 5 Nos.		
c	Bipolar diathermy Cable -1 unit		
d	Sterilization tray - 2 nos.		
e	Bipolar diathermy Forceps -1 unit		
f	Wrench - 1 Nos.		
g	Phaco tips - 6 units		
h	Phaco sleeves - 12 units		
i	Test chambers - 6 units		
j	Reusable tubing - 8 units		

12	FEATURES		
a	Fully programmable, multi-processor control system		
b	Should have the ability to drive high performance four / six crystal hand piece: 40±10 kHz, Piezoelectric, slim and lightweight and autoclavable		
c	Should have noninvasive optical / electronic vacuum pressure sender		
d	Should have micro coaxial capabilities		
e	The u/s Oscillatory handpiece should be compatible with tip like standard, microtip and kelman, flared and other advanced tips.		
f	Facility of ultrasound power control in various sub modes like continuous, pulsed, burst application		
g	Should have a modality of hyper pulses from 0 to 100 pulses /sec. with selectable variable on time, duty cycle and burst mode with variable on and off times		
h	Should have burst setting range from 5ms to 500ms		
i	Should have peristaltic system and the facility to use vacuum level up to 500mm of Hg and aspiration flow rate up to 60cc/min		
j	Should have the ability to control via footswitch, front panel or by remote		
k	Should have an ability to drive electric cutter for anterior vitrectomy with cut rates up to 2500cuts per minutes with sub-modes cut I/A, I/A Cut		
l	Should have programable footswitch		
m	Bipolar coagulation capability		
n	Ability to support the MCCS platform (Micro Co-axial Cataract Surgery) ie., Via 2.2mm incision		
o	System should be US FDA /CE /equivalent Indian Standard Approved		
p	Should have capacity to store at least 4 surgeons setting		
q	Automatic I/V pole height adjustment		
13	Assessories & consumables		
a	Phaco tips: 30 Deg, 45 Deg & Kemlin - 10 nos each		
b	Phaco sleeve: 75 nos		
c	Phaco test chamber: 10 nos		
d	Phaco hand pieces: 3 nos		
e	I/A Handpiece Bimanual: 3 nos		
f	I/A Handpiece Coaxial: 3 nos		
g	Trolley with locking wheels: 1 no		
h	Phaco FMS/cassettes/Tubingsets: Reusable : 5 nos or Disposable 50 nos.		
13	General Terms & Conditions		
a	The Tenderer should indicate the full technical specifications with catalogue.		
b	The equipment should be delivered, Installed & Proven for Performance at BEML EM Division, KGF.		

c	Warranty: All the Equipments should carry minimum warranty of 1 year from the date of commissioning		
d	Firm shall supply Operation & Maintenance manuals in duplicate.		
14	Qualifying Criteria		
a	Only OEM/Authorized Dealer of OEM with valid authorization to submit the offer.		
b	Firm to enclose min 2 Satisfactory Performance/Commissioning Reports from customers		
c	Firm to indicate compliance (Yes/No) to all the above points. Any deviation also to be indicated.		

NIT ACCEPTANCE LETTER

To: Assistant General Manager
Materials Management
EM Division,
BEML Ltd, KGF

Sub: Supply and Commissioning of
Ref: SRM Bid Document No:

I hereby confirm that I have gone through the complete Tender document / Corrigendum (all corrigendum/s with sign and seal uploaded) published on SRM Portal with reference to the subject tender.

I agree to Comply to the Scope of supply / Work & all other Terms and Conditions indicated in the Tender document / Corrigendum.

Date: _____ Authorized signatory with seal

Note:

1. The above letter along with all the corrigendum if published need to be signed with seal and uploaded on SRM Portal along with Technical Bid.
2. You are requested to attach the soft copy of the Tender document along with your other documents as per qualification criteria.