

**BEML LIMITED**  
**(A Govt. of India Mini Ratna Company under Ministry of Defence)**  
**BEML Soudha, 23/1,4<sup>th</sup> Main, S.R Nagar, Bangalore-560027.**  
**Ph. No. 080-22963162,22963209**  
**E-mail: cmdm@beml.co.in . Website: www.bemlindia.in**

**TENDER**

**Tender Ref : CM/ARV Tender/01/2019-20**

**Date:05<sup>th</sup> Jul 2019**

**Sub:** Tender Enquiry for Spare Parts requirements for Armoured Recovery Vehicle.

BEML Ltd, a Multi-Technology, Multi Location Mini Ratna Category-I company under Ministry of Defence has been the forerunner to any needs of nation all round development. BEML offers high quality products for diverse sectors of economy such as Coal, Mining, Steel, Limestone, Power, Irrigation, Construction, Road building, Aviation, Defence, Metro and Railways. It has maintained consistency in its growth and has emerged as forefront in heavy engineering industry in a span of over five decades.

BEML is operating under three business verticals viz., Defence & Aerospace, Mining & Construction and Rail & Metro. The company has state-of-the-art manufacturing facilities at Kolar Gold Fields, Mysore, Bangalore and Palakkad.

BEML Ltd is inviting the Global Tender under 2 bid (Technical & commercial) for Spare Parts requirements for Armoured Recovery Vehicle.

The tender consists of : -

- Part I - Technical Bid – To be submitted through email on [\*\*cmtenderbox@beml.co.in\*\*](mailto:cmtenderbox@beml.co.in)
- Part II -Commercial Bid - To be submitted through email on [\*\*cmtenderbox@beml.co.in\*\*](mailto:cmtenderbox@beml.co.in) (PDF format with Password protection)

The date & time of opening of Price bids will be conveyed to the technically qualified Bidders separately and will be opened in presence of the Bidder or their authorized representative who wish to be present.

Technically Qualified Bidders will be asked for their Password for opening of their Commercial Bid, In case Bidder is unable to attend Commercial Bid Opening at scheduled date and time at BEML Soudha.

**Tender Closing Date & Time: 02<sup>st</sup> Aug 2019 at 15.00 IST**

Dy. General Manager  
Corporate Materials  
BEML Ltd., Bangalore



**Annexure-A****PART-I TECHNICAL BID DETAILS**

(To be filled by Bidder and to be sent through email on [cmtenderbox@beml.co.in](mailto:cmtenderbox@beml.co.in) along with relevant documents)

The tenderer shall fill in all the required particulars in the blank space provided for the purpose in the tender document. All the documents being submitted by the tenderer, to be self certified with Company seal.

No corrections/ revisions will be entertained after closing date and Closing time of tender.

All entries in the tender document shall be in English either typed or written legibly in black or blue ink only. Over-writings are not permitted. All cancellations and insertions shall be duly signed / attested by the authorized person. All the documents should be uploaded in PDF format.

**(A) Mandatory Clauses :-**

Sl. No	Tender Conditions	To be Filled and documents to be enclosed in PDF format (during bidding) wherever required
1	Original Equipment Manufacturer (OEM) for Armoured Recovery Vehicle or Original Parts Manufacturers (OPM) for the said equipment as per the Part Nos. / item description as per <b>Annexure-C</b> given in the tender are eligible to participate in this tender.	In case of OEM, a declaration stating that the firm is OEM is to be enclosed.  In case of OPM, the certificate from the OEM to be enclosed
<b><u>OR</u></b>		
	Authorized distributors/dealers of OPM/OEM for the Part Nos. / item description as per <b>Annexure-C</b> , can participate in the tender.	In case of distributors/dealers, the certificate from the OPM/OEM to be enclosed
<b><u>OR</u></b>		
	Those who have supplied the parts as per the part nos. / item description as per <b>Annexure-C</b> to the Indian Army / DPSUs/OFB are eligible to participate in this tender.	Copy of PO/ Invoice/Completion certificate to be enclosed.
2	The Parts having shelf life shall not be manufactured earlier to one year from the date of dispatch. The date of manufacture of the parts from OPMs should be provided. If the shelf life of the supplied items is beyond one year, then the items will be rejected.	Acceptance letter to be enclosed.
3	Successful Bidder has to furnish Bank guarantee for 10% of the PO value ( <b>As per Annexure-F</b> ) at the time of placement of order and should be valid for 60 days beyond warranty period	Acceptance letter to be enclosed.
4	Please upload duly signed with company seal an "Undertaking letter" as a token of acceptance of all tender terms and conditions on Bidder's letter head as per <b>Annexure-D</b>	Please print the text as per <b>Annexure-D</b> on your letter head and enclose the same duly signed with company seal by the bidder.

**Note :- If the Bidder is not complying with the mandatory clauses then their offer will be summarily rejected.**



**(B) Informative Clauses**

Sl. No	Tender Conditions	To be Filled and documents to be enclosed in PDF format (during bidding) wherever required
1	Authorized distributors/dealers of OPM/OEM for the Part Nos. / item description as per <b>Annexure-C</b> , shall produce the Certificate of Conformance (COC) and Country of Origin from the OPM/OEM.	Certificate of Conformance (COC) and Country of Origin from the OPM/OEM to be enclosed.
2	Whether blacklisted by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency in India / abroad.	Please print the text as per <b>Annexure-E</b> on your letter head and enclose the same duly signed with company seal by the bidder.
3	Name of the firm, a brief profile, contact person, address, Telephone, Fax & email to be furnished.	Document indicating the details to be attached.
4	<b>Authorized signatory</b> for the tender shall be the person holding ' <b>Authorization Letter from Company</b> ' on behalf of the firm/company/bidder-concerned who is authorized/empowered to act on behalf for the specific purpose and same to be uploaded. <b>The authorization letter to be issued in Company's letter head duly certified by Competent Authority.</b>	<b>Authorization Letter to be enclosed.</b>
5	In case any person/persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator in connection with any contract / tender issued by BEML Ltd, shall declare the same with brief details duly authenticated in the letter head and upload.	<p>If any litigations, arbitration cases between themselves and BEML Ltd, then please declare with complete details and enclose.</p> <p>If nothing is declared then it will be presumed that there is no litigations, arbitration cases.</p> <p>If it is found that the Bidder has not provided the true declaration then BEML <b>reserves the right to cancel</b> the contract and forfeit the <b>Bank Guarantee.</b></p>



## **Part II Commercial Bid :-**

### **1. Price:**

i. Quote required for the following:

<b>SI No</b>	<b>Description</b>	<b>No of Parts</b>
1	Spare Parts for Armoured Recovery Vehicle as per <b>Annexure - C</b>	11

ii. L1 will be arrived for each line item on Landed Cost basis.

iii. In case of bids involving foreign exchange, the exchange rate variation for evaluation of tender shall be considered on the date of opening of Commercial bid. Source :- website Central board of excise and customs notification (CBEC).

iv. Price quoted shall be firm during the pendency of the contract.

v. The supplies are to be made from the current production and not from stock. A certificate to this effect has to be produced along with other shipping documents.

**2. Price Validity:** The quoted price should be valid for 4 months from the date of opening of the commercial bid.

**3. Delivery schedule:** Quote should also indicate the Minimum lead time.

### **4. Terms of Dispatch:**

- i. **F.O.R , BEML Ltd, KGF (For Indian Suppliers)**
- ii. **Incoterms FOB (For Foreign Suppliers)**

### **5. Inspections and Clearance:**

Acceptability of the Parts is based on the clearance by BEML/Indian Army inspection.

For Items at SI No 1 to 8:

- a) Armoured plate should meet as per std JSS 9515 - 021 - 2014 for chemistry and other related mechanical properties of the plate.
- b) Each plate thickness & for every heat, supplier should forward 400x400mm size test sample to carry out testing of chemistry and related mechanical properties including hardness test.
- c) Supplier should also forward all internal test reports including ballistic tests for records & review.
- d) All relevant test reports & COC etc to be submitted by the firm.

For items at SI No 9 to 11:

- a) Material test reports
- b) Heat Treatment reports in particular for torsion bar (SI No 11)
- c) Dimension inspection reports
- d) Surface coating / painting report
- e) Factory test reports for completed assy
- f) COC for complete items



**6. Terms of Payment:**

- i. In case of Domestic Supplier Standard Payment term of BEML is: Payment will be made on 60<sup>th</sup> day from the date of receipt of the goods at BEML stores for accepted quantity against original Invoice and inspection documents. Bidders shall submit their invoice to BEML's designated location with Stores acknowledgement for the goods detailed in the invoice
- ii. In case of Foreign Supplier Standard Payment term of BEML is: 100% by an irrevocable Letter of Credit in favour of supplier payable on 60<sup>th</sup> day from the date of shipment.
- iii. Acceptability of the Parts and Payment is based on clearance by BEML/Indian Army inspection as per para 5 (Inspection & Clearance).
- iv. In respect of Micro and Small Enterprises as classified under Micro Small and Medium Enterprises Development Act 2006, the payment term shall be:

When there is an agreement in writing, payment shall be made on or before the date agreed upon between BEML and the Vendor. However, the period agreed upon between BEML and MSE (Micro and small Enterprises) Vendor shall not be exceed 30 days from the day of acceptance or the day of deemed acceptance (vide MoD ref MoM dated 8th August 2016).

**Other Terms and Conditions :-****1. Submission of Bid:**

***Two Separate emails to be sent for Technical Bid and Commercial Bid Separately as per details given below :-***

**Part I - Technical Bid** – To be submitted through email on [cmtenderbox@beml.co.in](mailto:cmtenderbox@beml.co.in) Indicating subject of the email as "***Firm Name - Technical Bid – Tender Ref. CM/ARV Tender/01/2019-20 Dtd. 05/07/2019***". ***Price should not be indicated in the Technical Bid else the Bid shall be rejected.***

**Part II -Commercial Bid** - To be submitted through email on [cmtenderbox@beml.co.in](mailto:cmtenderbox@beml.co.in) Indicating subject of the email as "***Firm Name - Commercial Bid – Tender Ref. CM/ARV Tender/01/2019-20 Dtd. 05/07/2019***"(PDF format with Password protection).

Price should not be indicated in body of mail of Commercial Bid. Only password protected Commercial Bid in PDF Format to be attached with the mail.

**Checklist to be submitted by Bidders enclosed at Annexure-G.**

**2. Shipping Document to be sent:**

Original invoice along with all necessary documents/Test Reports / Certificates should be COURIERED to:

BEML Ltd.,  
EM Division,  
BEML Nagar,  
Kolar Gold Fields - 563115  
Karnataka, India

The documents intended for BEML as indicated above should be COURIERED as and when the materials are dispatched, in any case NOT LATER THAN ONE WEEK FROM THE DATE OF DISPATCH.

In case of any damage or loss incurred by the purchaser owing to delay in furnishing the above mentioned documents, and intimation in time, such damage or loss will be to the suppliers account.



**3. Certification:**

All invoices submitted for payment shall bear the following certification, the original being manually signed.

- i. The material covered by this Invoice has passed our test and inspection and confirms in every respect to the contract specification and is packed in accordance with the contract requirement.
- ii. The invoice is correct in every particular and no other invoice (except Proforma Invoice) has been raised previously in respect of the articles now charged herein.
- iii. Successful Bidder should issue (Original Ink Signed) Factory Acceptance Certificate for all stores covered under this purchase order.
- iv. Further Successful Bidder to furnish three copies of original ink signed quality assurance certificate separately indicating that items supplied against this purchase order are free from all defects and faults in material, workmanship/manufacturing and are in full conformity with **Annexure-C**.

**4. Warranty:**

- a. Notwithstanding inspection & acceptance by BEML/ Indian Army inspection of the parts under this contract or any clause concerning the conclusiveness thereof, Successful Bidder shall provide warranty for a period of **24 months** from the date of delivery. Parts should be free from defects/failures due to workmanship, material or manufacturing non-conformance.
- b. The Successful Bidder shall be responsible for any defect or failure of the parts supplied due to defective design, material or workmanship.
- c. The repair and/or replacement of failed components and installation of repaired/replaced parts shall be taken by the Successful Bidder on his own charge at the Site (BEML' works/ BEML Customer, India).
- d. The Successful Bidder shall bear custom duty, freight charges and all other expenses involved in collection of defective parts from the Site, and transportation to the manufacturer's works in India or abroad and its return to Site after repairs. The replacement of defective parts should be within 30 days of initiation of the same.
- e. The Successful Bidder shall carry out all replacement and repairs under the warranty promptly and satisfactorily on notification of the defect by BEML immediately.

**5. Liquidated Damages:**

In the event of failure of the Supplier to deliver the parts from his works as agreed to or within the stipulated or the extended time as the case may be, the purchaser shall at his option be entitled to recover from the Supplier as agreed liquidated damages, and not by way of penalty, a sum of 0.5% of the price of any item which the Supplier fails to deliver within the stipulated time for each complete week of delay subject to a ceiling of 5% of the value of such items delayed. In case of any delay in supply arising from any act or omission on part of the buyer or Force Majeure conditions defined hereinafter or any other cause which the purchaser may find to be reasonable, such additional time as may be considered necessary by the purchaser and the Supplier after discussions under the circumstances of the case will be provided by the purchaser, provided the Supplier shall be reasonable for keeping the purchaser informed of the circumstances which may lead to delay in supply, immediately after such circumstances are known to the Supplier and also immediately when such circumstances come to an end.

**6. Packing and Case Marking:**

The items are to be suitably packed to avoid transit losses, indicating the following Marking.

**BEMLPO:  
CASE NO.  
GROSS WEIGHT  
NET WEIGHT  
OUTER DIMENSIONS.**

BOLD LETTERS ARE TO BE USED FOR THE ABOVE MARKING. THE LETTERS USED FOR MARKING PURPOSE SHOULD NOT BE LESS THAN 4" HEIGHT.



- i. Packing list should be enclosed to each case / package to enable identification and verification on arrival of the consignment at consignee's godown or when taking open delivery from the carriers.
- ii. Packing lists should indicate case number, contents individual weight (both gross, and net weight) and dimensions (length, breadth and height) in addition to cubic measurements of each package. The above instructions are to be strictly adhered-to. Any loss resulting from your failure to adhere to the above instructions will be to your account.
- iii. While effecting the shipment against this purchase order, you are requested to ensure that the serial number of packages should be continuous.

## **7. Force Maejure:**

If the execution of contract/ supply order is delayed beyond the period stipulated in contract / supply order as a result of outbreak of hostilities, declaration of embargo or act of nature or any other contingencies beyond the control of supplier's, then BEML may allow such additional time to OEM on request by extending the delivery period as considered justified by the circumstances of the case and the decisions of BEML shall be final. If and when additional time is granted by BEML, the contract / supply order of BEML shall be read as understood as if it contain from its inception the delivery date as extended by BEML. OEM shall inform BEML within three days of each such occurrence followed by documentary evidence for BEML's / customer's consideration.

## **8. Arbitration:**

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 Indian Arbitration and Conciliation Act 1996 in English and Rules framed there under. The place of arbitration shall be at Bangalore. The award of the sole arbitrator shall be final and binding on all the parties.

9. At any point of time BEML reserves the right to withdraw the enquiry without stating reasons thereof.

10. This tender is governed by the General terms & conditions of BEML as detailed in Form No. 8205350535.

## **11. Integrity Pact**

For all procurement transactions/Contracts above Rs. 1 Crore, BEML Limited enters into a Pre-contract Integrity Pact Agreement which is monitored by Independent External Monitors (IEMs).

Duly signed Integrity Pact (I.P.) in original along with its enclosure. All pages of Integrity Pact including its enclosure to be signed with seal by the Bidder. Two witnesses are also required to sign indicating their name and address at the designated place in the Integrity Pact. Scanned copy of Integrity pact should be uploaded along with the submission of quotation. Original Indemnity bond should be sent through speed post/courier.

Bidders who are interested to participate in this tender are required to enter into an "Integrity Pact". The Integrity Pact envisages an agreement between the prospective vendor/ Bidder and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract.

Only those vendors/ Bidders who have entered into an Integrity Pact with the BEML would be eligible to participate in tendering with BEML. The specimen of the Integrity Pact which is part of tender documents is enclosed at Annexure-J (can be accessed in BEML website [www.bemlindia.in](http://www.bemlindia.in)) and same has to be duly filled and signed with seal by the Bidder.



The Central Vigilance Commission (CVC) has appointed Shri. Ajai Kumar as Independent External Monitor (IEM) to oversee the implementation of the Integrity Pact.

**Address of IEM is as follows**

**Shri Ajai Kumar**  
2601, Tower-C,  
Ashok Tower, Parel,  
Mumbai - 400 012.  
Ajai.kumar3@gmail.com

