



**BEML LIMITED**

(Formerly BHARAT EARTH MOVERS LIMITED)

(A Govt. of India Mini Ratna Company under Ministry of Defence)

BANGALORE COMPLEX, POST BOX: 7501, NEW THIPPASANDRA POST,

BANGALORE-560075

**NOTICE INVITING TENDER**

**BID INVITATION NO: 6300032244 Dt: 17.03.2020**

**Subject: Design, Manufacture & Supply of 5 types of Cable Ties and Mount Base required for 60 Cars of DMRC-MRS1 project.**

Quotations are invited from **OEM / Authorized dealers** of OEM for supply of **3 types of Braid Screen** in accordance with the enclosed drawings, terms and conditions by the due date mentioned below.

**Tender closing date & time: 31.03.2020 @ 17.00 Hrs.**

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

### Technical Bid

### Commercial Bid

**Note: Commercial bids of only technically acceptable firms will be opened and considered for further evaluation by BEML.**

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**.

**All Corrigenda, Addenda, Amendments, Clarifications etc, if any, to the tender will be hosted on BEML website** [**www.bemlindia.in**](http://www.bemlindia.in) **only.**

**Bidders should regularly visit BEML’s website to keep themselves updated. No separate advertisement shall be published in the News paper in this regard.**

**Enclosure** : As above.

Dy. General Manager

Materials Management

**Enclosure to Bid Invitation No: \_6300032244**

**General Instructions to Bidders:**

1. This "Notice Inviting Tender" hereinafter referred to as the 'NIT' is designated as the tender for Manufacture & Supply of **5 types of Cable Ties and Mount Base** as per the attached Drawings and Technical Delivery Conditions (TDC) enclosed with this tender required for **DMRC-MRS1 metro project**.
2. The Bidders are advised to carefully go through the General Terms and Conditions that has been enclosed along with this NIT.
3. This NIT is not transferable under any circumstances.
4. All entries in the NIT shall be in English either typed or written legibly. Erasing, over-writings and use of correction fluids are not permitted. All cancellations and insertions should be duly signed / attested by bidder concerned.
5. All the documents shall be uploaded in PDF Format in SRM platform.
6. The bidder shall **sign each and every page of tender document** before submitting the tender. No corrections/revisions will be entertained after opening the bids.
7. Late and/or incomplete tender shall not be considered.
8. Canvassing in any manner including unsolicited letters and request for post tender corrections shall render offers of such parties liable for rejection.
9. Bidder shall ensure that all the information & documents submitted by them are true & correct.
10. In case, it comes to the knowledge of BEML that the bidder has submitted false information before awarding of contract then the offer would be rejected.
11. In the event, it comes to the knowledge of BEML that the successful bidder has submitted false information, subsequent to the award of contract, the contract shall be cancelled/short closed by the company and shall invoke Risk purchase clause with liabilities on such bidder for the entire contract quantity. The PBG shall also be encashed as a result of consequence of breach of contract at the discretion of BEML.
12. In case any person/persons, Company, firm, Associations having any litigation, arbitration cases between themselves and BEML Ltd, pending before any court of law/ Arbitrator shall not be eligible to participate in this tender.
13. Non-compliance with any of the tender conditions, incomplete offers, conditional and ambiguous offers are not acceptable and liable for rejection.
14. The bidder shall fill in all the required particulars in the blank space provided for the purpose in the tender document.
15. Please note that as per the directives from Ministry of Defense, **Class 3 Digital Signature (Signing & encryption)** is mandatory for submission of bid on our e-Procurement system. **System will not accept Class 1 or Class 2 Digital Signatures.**
16. Please note that activation of the Digital signature Token in our system happens after 12.00 midnight from the start date of the validity i.e, the next date after the Start date of the validity.
17. Hence, In case you are getting a new Class 3 Digital Signature Token or arranging renewal of the existing Class 3 Digital Signature Token, it is advisable to get the same at least three days before the due-date of the tender. Bidders are requested not to wait until the last date to upload their bid.
18. In case of any queries on Digital Signature or submission of bid in the system, please contact BEML SRM Team on 080-22963269 or e-mail to [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in) (Contact person: Mr. Krishna Mohan / Ms. Anitha)
19. All Corrigenda, Addenda, Amendments, Clarifications etc if any to the NIT will be hosted on BEML website '[**www.bemlindia.com**](http://www.bemlindia.com)' only. Bidders should regularly visit BEML website to keep themselves updated. No separate advertisement shall be published in the News paper in this regard.
20. Fax/email quotations are not acceptable.
21. BEML reserves the right to accept or reject all tenders or any tender in part or full without assigning any reasons thereto, which is final & binding on the Bidder.

**TECHNICAL BID SUBMISSION CONDITIONS**

|  |  |
| --- | --- |
| Technical Bid submission Conditions | **TECHNICAL BID (Without Price/Price Details)** shall be uploaded at **RFX Information 🡪 Notes and Attachments 🡪 cFolder Attachments** in the BEML SRM platform, wherein only technical Bid / technical information in BEML SRM platform shall be uploaded as indicated below:   1. Bidders are requested to refer “**TDC REQUIREMENTS”** as per **Annexure-I** given below in this tender document & upload the documents duly signed & stamped in BEML SRM platform along with supporting documents as specified therein. 2. Bidders are requested to refer “**BIDDER DETAILS”** as per **Annexure-II** given below in this tender document & upload the document/s duly filled, signed & stamped in BEML SRM along with the supporting documents as specified therein. 3. Bidders are requested to refer “**GENERAL TERMS AND CONDITIONS”** placed at **Annexure-III** given below in this tender document & upload the document/s duly filled, signed & stamped in BEML SRM along with the supporting documents as specified therein.   **NOTE**:   * BEML at its sole discretion reserves the right to seek the hard copies of the documents which are already been uploaded in SRM dispatch through Courier / post pertaining to technical bid of this tender enquiry at a later date if required. * In such cases, only the documents uploaded in SRM platform has to be couriered at the request of BEML. Any irrelevant documents furnished through courier will not be considered for evaluation. * The NIT is also governed by the Public Procurement Policy – preference to ‘Make in India’ order 2017 issued by Ministry if Commerce and Industry, Government of India. It may be noted that this procurement is not divisible in nature.   **NOTE: NON-COMPLIANCE OF ANY CLAUSE, OMISSION AND NON-FURNISHING OF REQUIRED DOCUMENTS IN SRM PLATFORM SHALL BE LIABLE FOR REJECTION WITHOUT ANY PRIOR INFORMATION & SHALL LEAD TO DISQUALIFICATION.** |

**TECHNICAL BID**

**ANNEXURE – I: TDC REQUIREMENTS**

**1. Qualification Criteria:** Bidders participating in this tender are required to meet the Technical Delivery Conditions (TDC) for all the items as specified in the drawing to get qualified for supply.

**2. Documents to be uploaded in technical bid:**

1. Company profile along with product range, infrastructure, manufacturing facility and test facility details.
2. Supporting documents for having manufactured and supplied similar items
3. Duly Filled compliance to ‘TECHNICAL DELIVERY CONDITION’.
4. Clause wise compliance to General Terms & Conditions (GTC). Compliance format attached at **Appendix A**.
5. BIDDER TO UPLOAD ENCLOSURES RELATED TO TECHNICAL & OTHER INFORMATION DEEMED APPROPRIATE IN RESPECT OF THIS TENDER ON THE LETTER HEAD OF THE COMPANY, IF ANY.

**Note:** BEML at its sole discretion may ask for the hard copies of the documents to be sent through Courier / post pertaining to technical bid of this general terms & conditions at a later stage.

**3. IMPORTANT NOTES:**

1. In case, if any Bidder / Company / Firm in connection with any contract / tender has been **blacklisted / debarred** from participating in such similar tenders by BEML Ltd or any government or public sector agencies / other reputed companies, **the same shall be disclosed in the technical bid** duly uploading with brief details authenticated in the Tenderers letter head &**technical Bids of such Bidder /Company/Firm will be REJECTED STRAIGHT AWAY by BEML LTD.**
2. If bidder fails to upload the above details (i.e, blacklisted/debarred) in their technical bid & if BEML Ltd finds the same at a later date during evaluation process/after finalization of the contract, BEML at its sole discretion will take following course of action:

* If BEML arrives to know/finds regarding non-submission of above information during technical evaluation, technical bid of the respective bidder will be straight away rejected and not considered for evaluation.

or

* If BEML arrives to know/finds regarding non-submission of above information after finalization of contract, the contract will be terminated duly recovering the performance bank guarantee against the contract.

1. Any firm under temporary suspension or debarment by Asian Development Bank (ADB) pursuant to its Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions shall not be eligible to participate in this tender. A bid from a temporary suspended or debarred firm will be rejected. The official list of debarred firms is available at <https://www.adb.org/site/integrity/sanctions>.
2. If bidder suppresses any information on point (C) above and if BEML Ltd finds the same at a later date during evaluation process/after finalization of the contract, BEML at its sole discretion will take following course of action:

* If BEML arrives to know/finds regarding non-submission of above information during technical evaluation, technical bid of the respective bidder will be straight away rejected.

or

* If BEML arrives to know/finds regarding non-submission of above information after finalization of contract, the contract of the finalized bidder will be terminated duly recovering the performance bank guarantee against the contract.

1. Enclosures: Supporting documents to be uploaded in SRM as stated above.
2. Technical offers not complying / fulfilling the above requirements are liable to be rejected. There shall be no information from BEML in case of non-submission of any documents / information that are required to be submitted by the bidder under this Annexure. In this regard no correspondence shall be entertained.
3. The technical bids will be evaluated by BEML. On evaluation of technically acceptable offers, BEML will submit the vendor approval documents to DMRC for approval. The decision of DMRC with regard to vendor approval is final and binding.

I / We certify that to the best of my/our knowledge, the information & particulars furnished above are true. It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.

**PLACE & DATE: SIGNATURE OF BIDDER WITH OFFICIAL SEAL**

**TECHNICAL BID**

**BIDDER'S PARTICULARS - ANNEXURE - II**

**All the bidders to fill the below table & upload the same in BEML SRM platform along with the supporting documents specified against each point:**

|  |  |  |
| --- | --- | --- |
| **SL.NO** | **PARTICULARS** | **RESPONSE** |
| 1 | Name of Supplier |  |
| 2 | Nature of Company i.e. (Proprietor / Partnership / Pvt. Ltd. / Limited / Other) to be furnished. |  |
| 3 | Attach Certificate of Incorporation / Registered Partnership Deed / Article of association applicable based on type, nature of company in BEML SRM platform | Bidders to upload supporting documents in SRM platform. |
| 4 | Year of commencement of Business |  |
| 5 | Audited copies of Profit & Loss account balance sheet for preceding **three financial years** as certified by practicing CA firm to be furnished. | Upload enclosure (s) in SRM platform. |
| 6 | GST registration number & details to be furnished for Domestic bidders. | Details to be provided |
| 7 | Main Bank Account Number with Banker’s Name, Address, Contact Number & IFS Code. | Details to be provided |
| 8 | Clause by Clause Compliance report of General Terms and Condition as per **Appendix A** | Upload enclosure (s) in SRM platform |

I / We certify that to the best of my/our knowledge, information & belief the particulars furnished above are true. It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.

**PLACE :**

**DATE: SIGNATURE OF THE BIDDER**

**TECHNICAL BID**

**ANNEXURE – III: GENERAL TERMS AND CONDITIONS**

1. **GLOSSARY, DEFINITIONS & INTERPRETATIONS**

**Unless otherwise stipulated herein, the following terms shall have the meanings hereby assigned to them:**

1. “Tender“ means and includes Offer / Quotation
2. “Acceptance of Tender” means the letter of memorandum communicating to the supplier, the acceptance of the Tender / offer / quote and includes an advance acceptance of tender.
3. Equipment/Materials means goods as described in Procurement Technical Specification (P.T.S.) , which is part of tender
4. TDC means ‘Technical Delivery Conditions’ provided by the BEML.
5. Specification means technical specifications of the Equipment / Material as set forth in the TDC / technical drawings, which is part of tender.
6. BEML / Company means “BEML”, a company registered under the Companies Act, 2013 (“The BEML” / “The employer “).
7. “Supplier” means a Contractor and also means a person, firm or company with whom the order for supply is placed and shall be deemed to include the Supplier’s Successors, representatives, heirs, executors and administrators as the case may be unless excluded by the terms of purchase order.
8. Representative (s) means the person (s) authorized by Supplier to perform the relevant supervision, inspection at the site if required.
9. “Stores” means the goods and services specified in the Purchase Order.
10. Words in singular include the plural and vice versa.
11. Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any firm, company or association or body of individuals whether incorporated or not.
12. The wording of these conditions shall not affect the interpretation or construction thereof.
13. FOB / DAP is to be interpreted in accordance with the provisions of INCOTERMS 2010, unless otherwise specified in this Tender Document / Purchase order.
14. Delivery means the date of arrival of the equipment / materials dispatched by Supplier in accordance with the terms & condition and Procurement technical specification (PTS) attached herewith.
15. Bank means any Scheduled Commercial Bank authorized by RBI in India/Commercial Bank of supplier’s country wherever applicable.
16. “Purchase Order” means and includes the invitation to tender, instructions to Tenders, tender, Record Note /Minutes of discussions / negotiations acceptance of tender/ mutually accepted points through correspondences, contract between BEML& supplier to be executed in the most approved, substantial and drawings in the quantities set forth in the purchase order on the date or dates specified therein, general terms and conditions of Purchase Order, Special conditions of purchase order, particulars, descriptions, specifications and other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the / for the supplier for supply of stores and includes an order for performance of service and a formal agreement, if executed.

Unless otherwise specified, the equipment / material shall be entirely brand new and of the best quality with workmanship to the satisfaction of the BEML.

1. **End-Customer / End-user means** M/s. DMRC Limited / DMRC ‘MRS1’ or their representative(s).
2. **Offer:** An offer is the response from a source to a tender Enquiry. An offer is considered to be valid if it is not a late / regret / unsolicited offer. It refers to the submission of quotation by a firm in the form of price for supplying the item to the required specification and quantity or for a service to be rendered in response to an enquiry along with commercial terms.
3. **Late Offer:** Any offer / quotation received after closing hours of due date for opening of tender will not to be considered for evaluation purposes.
4. **SCOPE OF SUPPLY**

The offer / supply should strictly confirm to all the technical /physical parameters indicated in the Technical Delivery Conditions (TDC) /Drawings enclosed. The supplier shall supply and deliver the materials as under:

1. **In case of foreign Supplier: FOB** (Free on Board) suppliers’ nearest port basis. The intimation for shipment should be provided 21 days prior to the delivery schedule to our nominated freight forwarder and the consignment handed over to our freight forwarder before the cut-off date for sailing.
2. **In case of Domestic Supplier: DAP** (Delivered at Place), BEML, Bangalore Complex, Bangalore

Strict compliance with the purchase order and the details of which are as per scope indicated in the purchase order.

1. **REQUIREMENTS OF THE TENDERERS**

The Bidders shall provide satisfactory evidence acceptable to the BEML to show that:-

1. The Bidder is a licensed manufacturer, who regularly manufactures the items offered and has adequate technical knowledge with relevant practical experience.
2. The Bidder has adequate financial stability and status to meet the obligations under the purchase order for which he is required to submit a report from a recognized bank or financial institution.
3. The Bidder has adequate manufacturing capacity and capability to manufacture and supply the items offered within the agreed delivery schedule.
4. The Bidder has established quality control systems and organization to ensure adequate control at all stages of the manufacturing process.
5. In addition to the above, further information regarding his capacity, capability, if required by the BEML, shall be promptly furnished by the Bidder and would offer all facilities to representatives of the BEML for assessing capacity , capabilities by actual visit to his work place/office if required.
6. **TENDER SUBMISSION CONDITIONS**
7. Bidders to ensure that offers are submitted against individual items in the tender invitation published through manual mode/BEML SRM e-procurement platform within the Closing date & time indicated therein.
8. Offers received after the closing time and through any other mode will not be entertained.
9. **The quotation should be kept valid for minimum period of 180 days from the tender closing date.**
10. The price quoted should be both in figures and words. ***In case of any variation, the price indicated in words shall be considered for the purpose of tender evaluation.***
11. Prices should be on **FOB (Free on Board)** supplier’s nearest port basis (**In case of foreign Supplier)** and **DAP (Delivered at Place)**, BEML, Bangalore (**In case of Domestic Supplier)** and prices are to be firm till completion of supplies against the purchase order. Under any circumstances, no increase in price during the execution of the contract is admissible unless other-wise agreed specifically in the contract by the BEML.
12. Bidders to indicate the GST and other levies applicable. GST shall be paid only after confirmation of payment of GST by vendors on GST Website.
13. Canvassing in any manner, including unsolicited letters after submission of tenders, or post tenders corrections shall render offers liable for rejection.
14. Delivery indicated in the tender enquiry is to be adhered to. Delay in delivery will result **in levy of Liquidated Damage.**
15. **SUBMISSION OF OFFER IN TWO BID SYSTEM :**

The Bidder in addition to the compliance for conditions stipulated in Tender Submission Condition (Clause 4) above has to submit the quotes/offers in two Bid Systems as given below.

**(1) Technical Bid to be submitted through SRM e-procurement (without price):**

Bidder should have all requisite technical details, in compliance to the PTS, Drawings and General Terms & conditions including deliveries. Enclosures related to technical bid as called in the NIT and other information deemed appropriate in respect of this NIT must be enclosed. **Please note that technical bid should not have any prices / price details.** Offers will be rejected in case price details are indicated in the Technical Bid.

**(2) Commercial bid through SRM e-procurement platform.**

1. **Commercial Bid** should contain only Price and applicable tax details and the same should be uploaded in BEML SRM e-procurement platform. In order to maintain uniformity and compatibility, **all the items will be procured from a single source**.
2. L-1 will be arrived based on the total value of Table (1) and (2) calculated on landed cost basis including pricing on statement of deviation.
3. **PAYMENT TERMS:**

All Invoices shall be submitted in triplicate to the Stores Department along with the material as per terms of the P.O. Payment shall be recommended / arranged only when supplies are made strictly in line with the supply schedule of the P.O. Requests for piece meal payments or making staggered supplies, deviation from the supply schedule, shall not be entertained.

1. **APPLICABLE TO FOREIGN BIDDERS**
2. Payment against any order will be through an irrevocable Letter of credit in favor of supplier payable on 60th day from the date of shipment. Payment will be made for 90% of the invoice value on the 60th day from the date of shipment (Bill of lading date). Balance payment of 10% will be made after receipt of Goods at BEML and on proof of receipt of complete kit without any shortages. However the balance payment of 10% shall be made not later than 120 days through T/T.
3. BEML agrees to establish an irrevocable letter of credit in favor of supplier thirty (30) days prior to shipment for each delivery after the finalization of the Purchase order, covering the partial amount of purchase order Delivery Quantity. The L/C confirmation charge shall be borne by the supplier if a confirmation is needed / insisted by the supplier.
4. All bank charges incurred in India shall be borne by BEML and all bank charges outside India shall be borne by the supplier.
5. Any amendment to the established LC by BEML on insistence or fault on part of the supplier, then the LC amendment charges are to be borne by the supplier.
6. **APPLICABLE TO THE DOMESTIC BIDDERS**
   1. Please note that our terms of payment are 100% on 30th day for MSE & for others 60 days from the date of receipt of material at BEML Stores. Offers not agreeing with these terms are liable for rejection. Please indicate the category of your firm under MICRO/SMALL/MEDIUM/MAJOR INDUSTRIES for our data updating with necessary documentary proof of evidence. All direct payment shall be made by E-payment mode only.

**The payment is further subject to the following:**

1. The Invoice shall be compliant with GST laws.
2. GST liability is to be discharged and ensure filing of outward supply details on GSTN portal within timeline prescribed.
3. Any debit note/supplementary invoice if any, is to be raised within September month following the respective financial year of filing of annual return by BEML, whichever is earlier.
4. Any loss of tax credit due to the reason attributable to supplier shall be recovered from supplier along with applicable interest and penalty.
5. Bidders to indicate the GST and other levies applicable. GST shall be paid only after confirmation of payment of GST by vendors on GST Website.
6. **FIRM PRICE**

The prices remain firm for the entire supplies of the purchase order and no escalation shall be entertained under any circumstances. The prices are to be firm & no increase in finalized price will be entertained after awarding contract during the period of Contract for any reasons whatsoever.

1. **INSURANCE**

**APPLICABLE TO FOREIGN SUPPLIER**

1. In case of F.O.B. offers, insurance shall be arranged by the BEML from supplier port till BEML.
2. 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.

**APPLICABLE TO DOMESTIC SUPPLIER**

1. In the case of indigenous offer, the suppliers will be responsible for the material to reach destination intact & the transit insurance shall be arranged by supplier on FDD, BEML, Bangalore basis.
2. **COUNTER TERMS AND CONDITION**
3. Conditional offers will not be acceptable.
4. When the bidder offers counter terms and conditions of the business, BEML shall not be governed by such terms and condition unless written acceptance has been given by BEML. Any terms & conditions uploaded in subsequent correspondence / after placement of order will not be considered by the BEML.
5. **ACCEPTANCE & ACKNOWLEDGEMENT**

Within 15 days of receipt of the Order, the Supplier shall forward an acknowledgement in acceptance of purchase order in whole including terms and conditions (As applicable) or otherwise of the same failing which it shall be deemed that the Purchase Order has been accepted in total.

1. **QUALITY & WORKMANSHIP**

The Supplier guarantees that the delivery is of good quality and free from all defects and in the case of services rendered that they are performed by skilled personnel and that new materials are used.

The Supplier guarantees that the delivery corresponds exactly with the provisions of the agreement, the reasonable expectations of BEML regarding the characteristics, quality and reliability of delivery.

The Supplier guarantees that the delivery is suitable for the purpose for which it is intended by its very nature or which is evident from the specifications listed and from the order.

The Supplier guarantees that the delivery complies with legal requirements applicable in India and other (international) Government regulations, as applicable.

The supplier guarantees that the delivery complies with the customary norms and standards in the relevant branch of trade or industry. The supplier shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to his product, packaging, and raw and ancillary materials.

1. **IDENTIFICATION OF ITEMS / PIECES**

The supplier shall indicate BEML stock number, supplier code number and BEML PO No. and date in all delivery documents, invoices and correspondence. Also he shall emboss / engrave the supplier code no. on each item / piece at a convenient non-machinable place as per drawing, failing which the supplies are liable for rejection.

1. **SUPPLY OF SAMPLE, IF APPLICABLE**

Before effecting the bulk supplies, an acceptable sample shall be submitted without any obligation on the part of BEML if required / insisted as regards acceptance, payment and safe custody thereof and supplier shall obtain necessary clearance for effecting bulk supplies as per schedule of delivery. Samples so supplied shall be clearly labeled with Supplier’s name, address and Purchase Order number. In respect of any certified sample sent by BEML, the supplier shall be responsible for the safe custody and return of the certified sample intact without damage, after the purpose for which it was given is served, without delay or when demanded back. Any clarification regarding submission of sample shall be obtained from concerned Inspection and Quality Control, BEML. If the supplier submits a sample whether with, before or after the tender, the same shall not govern the standard of supply except when it has been so specifically stated in the acceptance of tender.

1. **DOCUMENT SUBMISSION CLAUSE**
2. **APPLICABLE TO FOREIGN SUPPLIER**
3. 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 Our Banker by courier service.
4. Three original inks signed and six copies of signed supplier's invoice.
5. Three original inks signed and six copies of signed inspection/works test certificates.
6. Three original inks signed and six copies of signed packing list indicated with quantity, purchase order number, consignee name.
7. 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)
8. Three original inks signed and six copies of certificate of weight & measurements.
9. 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.
10. 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.
11. 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.
12. six copies of certificate indicating as under:
13. "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."
14. 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.
15. SHIPPING / Letter of Credit Document Submission: **(Applicable for Foreign Bidders)**
16. **In-case of Air Shipment:**

One set of photo copy documents indicated in the clause 17.A.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 – 560 075, KARNATAKA

1. **In-case of Ocean Shipment:**

One set of Photo copy documents indicated in the clause 18.A.b. above should be sent directly by courier through fastest mode / air to the following address:

THE ASSISTANT GENERAL MANAGER,

BEML LIMITED,

SUPRIYA ESTATE, FLAT NO.11

GROUND FLOOR NO.3 , STERLING ROAD

NUNGAMBAKKAM, CHENNAI - 600034

1. One set of soft copy may also be emailed to [rmw@beml.co.in](mailto:rmw@beml.co.in) and [umanath.rmw@beml.co.in](mailto:umanath.rmw@beml.co.in)
2. **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.
3. **CONSIGNEE DETAILS**
4. **PORT CONSIGNEE**

THE MANAGER,

BEML LIMITED,

SUPRIYA ESTATE, FLAT NO.11

GROUND FLOOR NO.3 , STERLING ROAD

NUNGAMBAKKAM, CHENNAI - 600034

(**ii) ULTIMATE CONSIGNEE**

The Deputy General Manager,

BEML, Bangalore Complex,

PB No.7501, New Thippasandra post,

Bangalore, Karnataka, India, Postal Code - 560 075

1. **APPLICABLE TO DOMESTIC SUPPLIERS:**
2. In accordance of standard practice of M/s. BEML, the supplier shall make the equipment/material ready for immediate shipment according to the purchase order and dispatch the items on DAP (Delivered at Place) BEML, Bangalore Works.
3. As soon as each shipment is made in line with the delivery schedule specified in the purchase order, the supplier shall send **one set of Original documents and three (3) sets of photocopies** each of the following documents to the address indicated below by courier service.
4. Commercial Invoice
5. Delivery Challan
6. Packing List
7. BEML’s Source Inspection Team’s Inspection clearance document(s), material test certificates and other applicable quality documents pertaining to the supplies.
8. Copy of GST Invoice.

**Postal Address**

The Deputy General Manager,

BEML, Bangalore Complex,

PB No.7501, New Thippasandra post,

Bangalore, Karnataka, India,

Postal Code - 560 075

1. **FALL CLAUSE**
2. The prices charged for the stores supplied under this P.O by the supplier shall in no event exceed the lowest price at which the supplier sells the stores of identical description to any other BEML Office / Division during the pendency of this Purchase Order.
3. If at any time, during the said period, the supplier reduces the sale price of such materials or sells such stores to any other buyer at a price lower than the price chargeable under this PO for the stores supplied after the date of coming into force of such reduction, shall stand correspondingly reduced.
4. The vendor shall furnish to the consignee / paying authority concerned of this PO the following certificate along with the invoice for the supplies effected under this PO.

***“I / we certify that the stores of description identical to the stores supplied to the consignee concerned under the PO have not been sold by me / us to any other BEML office / division, from the commencement of the contract up to the period of completion of delivery at a price lower than the price charged to the consignee concerned of this PO“.***

1. Failure in submission of this aforesaid certificate by the supplier will result in with holding of the payment of their bills against supply, if any.
2. **LIQUIDATED DAMAGES FOR LATE DELIVERY**

The time and the date of delivery of the stores stipulated in the PO shall be deemed to be the essence of the Purchase order and delivery must be completed no later than the dates specified therein. The supplier shall strictly adhere to the delivery schedule indicated in the PO. Any supplies made ahead of this schedule are liable for rejection at the discretion of BEML. Should the supplier fail to deliver the stores or any consignment thereon within the period prescribed for such delivery, BEML shall be entitled:

"To accept the delayed supply and to recover from the supplier Liquidated Damage charges 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."

The penalty / LD will be charged on the value of the affected delivery schedule excluding statutory levies, freight and insurance wherever not included in the price.

GST would be applicable extra 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](https://www.indiafilings.com/learn/section-43a-of-cgst-act/) and 9% [SGST](https://www.indiafilings.com/learn/guide-to-cgst-sgst-and-igst/)) at present.

1. **RISK PURCHASE CLAUSE:**

The time and the date of delivery of the stores stipulated in the PO shall be deemed to be the essence of PO and delivery must be completed no later than the date specified therein. Shall the supplier fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, BEML shall be entitled at their option either;

* 1. To purchase elsewhere, without notice to the supplier on the account and at the risk and cost of the supplier the stores not delivered or other of a similar description where stores exactly comply with the description are in the opinion of BEML (which shall be final, readily procurable) without cancelling the PO in respect of consignment not yet due for delivery.

**or**

* 1. To cancel the purchase order.

In the event of action being taken under clause (a) or (b) above, the supplier shall be liable for any loss, which BEML may sustain on that account but the supplier shall not be entitled to any gain or purchases made against default.

As soon as it is apparent that the scheduled dates cannot be adhered to, an application shall be sent by the supplier to BEML, well before the expiry of the delivery period specified in the purchase order. Without prejudice to the foregoing rights, if such failure to deliver in proper time as aforesaid shall have arisen from any cause which BEML may admit as a reasonable ground for an extension of the time (and their decision shall be final) they may allow such additional time as they may consider justified by circumstances of the case.

Delivery required to be made in lots shall be made in lots only and any extra deliveries involved either on account of repeated rejections or variance in supply of lots shall be liable for service charges of 5% of the purchase order value for each extra delivery.

1. **INSPECTION & CONSEQUENCE OF REJECTION:**
2. Maximum care shall be exercised by the supplier to avoid any rejections. Heavy or frequent rejections shall be a ground for termination of the purchase order and BEML shall be entitled for any remedy as provided in **Clause-20** of these terms and conditions.
3. In case the stores 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 thirty 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 and cost of supplier. The amount paid to the supplier towards the rejected material including freight, sales tax, excise duty, insurance and any other expenses incurred by BEML in this regard shall be paid by the supplier before collecting the rejected material or the same shall be recovered / recoverable from any of the outstanding / future bills of the supplier. Any amount accrued by disposal or rejected material shall be appropriated towards the cost and expenses incurred in this regard.
4. **LAWS APPLICABLE**

Indian laws both substantive and procedure, for the time being in force including modifications thereto, shall govern Contract. The competent Indian courts of shall have sole jurisdiction over disputes between purchaser and the Supplier.

1. **INDEMNITY**

The supplier shall at all times indemnify BEML against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of design or trade mark and shall take all risk of accidents or damage which causes a failure of the supply. The supplier shall comply with the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971 as modified from time to time wherever applicable and shall also indemnify the Company from and against any claims under the aforesaid Act and the Rules.

1. **BRIBES AND GIFTS**

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML shall in addition to any criminal liability which the supplier may incur, subject the supplier to the cancellation of the PO and all other contracts with BEML and also to payment of any loss or damage resulting from any such cancellation to like extent as is provided in case of cancellation under **Clause-20** hereof. Any question or dispute as to the commission of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

1. **JURISDICTION:** Courts of Bangalore alone shall have jurisdiction to decide any issue / dispute arising out of the Arbitration or this Purchase Order in exclusion of all other Courts.
2. **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 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. The award of the sole arbitrator shall be final and binding on all the parties. Supply under the purchase order, if reasonably possible, may continue by mutual agreement during the dispute / arbitration proceedings.

1. **FORCE MAJEURE CLAUSE**
2. 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.
3. 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.
4. 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.
5. **RIGHT TO VARY QUANTITIES**

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. 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.

1. **RAW MATERIALS ARRANGEMENT:** The supplier shall make his own arrangement to procure all raw materials required and BEML shall not be responsible for any assistance in such procurement or whatsoever.
2. **LANGUAGE:** All documents in connection with this purchase order shall be made in English only and shall be expressed by metric system (IS System).
3. **TAX CLAUSE**
4. Any tax and/or duty, which may hereafter be imposed outside India, shall be on Supplier's account. On the other hand, any tax and/or duty, which may hereafter be imposed in India, shall be on BEML's account. Notwithstanding the foregoing, tax on supervising fee and/or other training fees shall be on Supplier's account, however, it shall be withheld and paid by BEML in India on behalf of Supplier according to provisions of the corporation tax law, the local inhabitant tax law and convention between Republic of India and the respective Suppliers country, for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income.
5. Where the government of the supplier’s country exempts goods in export from any or all of such taxes, levies, duties on imports, the supplier shall charge the purchase price, which are exclusive of and free from such taxes, levies, and duties on imports.
6. Any downward revision in taxes or duties imposed in supplier’s country should be informed and that benefit should be passed on to the BEML.
7. Any increase in statutory levies during the period wherein supplier has defaulted to effect supplies as per delivery schedule indicated in contract has to be borne by the supplier. HSN CODE/CHAPTER ID details are to be indicated along the applicable GST rates for the respective items. SAC (Service Account code) shall be indicated for the services.
8. TDS (Tax deducted at source) will be applicable for **domestic supplies** including service purchase orders and will be deducted as per law of land. Presently for NRC the applicable TDS is 10.3%and for supplies the applicable TDS is 2%.
9. TDS (Tax deducted at source) will be applicable on foreign vendors for service purchase orders only and will be deducted as per law of land.
10. Tax indemnity clause to be signed and uploaded as per format attached.
11. **CHANGES IN THE NAME OF FIRM**
12. Where the supplier is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the BEML, which may be granted only up of the execution of a written undertaking by the new partner to perform the purchase order and accept all liabilities incurred by the firm under the purchase order prior to the date of such undertaking. In the event of the supplier’s failure to be compiling with this requirement, it shall be lawful for the BEML to cancel the purchase order and purchase or authorize the purchase of the materials at the risk and cost of the supplier.
13. On the death or retirement of any partner of the supplier before complete performance of the purchase order, the BEML may cancel the purchase order and in such case the supplier shall have no claim whatsoever to compensate against the BEML.
14. If the purchase order is not determined as provided in sub point (b) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the purchase order for acts of the firm until a copy of the public notice given by him under the section 32 of the Domestic Partnership Act, has been sent by him to the BEML by registered post acknowledgement due.
15. The decision of the BEML as to any matter or thing concerning or arising out of this sub-clause or on any question whether the supplier or any partner of the Supplier firm has committed a breach of any of the conditions in this sub clause shall be final and binding on the supplier.
16. **MODIFICATION, ADDITION AND AMENDMENTS:**

No modification, addition and/or amendment in the terms hereof shall bind on the BEML& supplier herewith unless these are expressed in writing and duly agreed upon by the BEML& supplier herewith.

1. **ASSIGNMENT OF THIRD PARTY:**

The supplier shall not be entitled without M/s. BEML consent to assign or transfer to a third party all or part of the benefits or obligations of this tender/purchase order. The BEML have right to accept / decline any such proposals from the supplier without expressing in writing.

1. **SAFETY ASSURANCE**
2. Safety is defined as freedom from those conditions that can cause death, injury, occupational illness or damage to or loss of equipment or property, or withdraw the train from service. So all equipment & systems including software, affecting train safety & the safety of train crew and passengers & or identified as being “VITAL “shall be designed according to following principles.
3. Only such components having a high reliability& predictable failure mode shall be used.
4. Components must be utilized in such a manner that ensures a restrictive condition rather than a permissive condition which will result from component failure.
5. Circuits shall be designed such that when a normally energized electric circuit is interrupted or de energized, it will cause the controlled function to assume its most restrictive condition.
6. System safety equipment design must be such that any single independent component or sub-system failure results in a restrictive condition. Failures that are not independent and those failures which in turn, always, cause others must be considered in combination as a single failure and must not cause a permissive condition.
7. The supplier should carry out Hazard analysis in accordance with EN 50126-1 primarily or any other international standard in area adequately not addressed by former standard. The supplier shall submit Hazard resolving method to BEML for disposal purpose according to Domestic Environmental standard.
8. **WARRANTY:**

All the stores supplied shall be warranted against any defect in material, workmanship, design or dimension etc., for a period of **24 months** from the date of taking over of the last train (504th car) after its introduction into revenue operation and the 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 and BEML shall state in writing the nature of defects of the stores.

Please note that you have to attend to repair/service the material within **48 hours** of breakdown call during the warranty period.

BEML reserves the right for

a) Acceptance of the proposal of the supplier to remove the defects by reworking

b) Subjecting the reworked / replaced goods to inspection by BEML at their works.

1. **Guarantee / Warranty replacement:**

Guarantee / Warranty replacement shall be dispatched on “DDP –Delivered Duty Paid BEML Stores” basis for imported items and “FOR – BEML Stores / designated destination” basis for indigenous items.

1. **REJECTION REPLACEMENT:**

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 Domestic suppliers) without claiming any cost from BEML.

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.

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.

1. **CUSTOMS DUTY ON INPUT CONTENT IMPORTED BY DOMESTIC BIDDERS TO MANUFACTURE TENDERED ITEMS:**

Customs Duty Exemption certificate as per Government of India Notification 84/97-Customs shall be provided for availing Customs Duty exemption for all the imported goods, which are required for manufacturing of MRS1 metro cars.

1. **KEY DELIVERY DATES**

Delivery is the essence of contract. The key delivery dates including completion of Design documentation, supply of prototype, bulk supply, Depot testing and commissioning is provided at **APPENDIX C. The delivery key dates are to be considered for calculation of Warranty / DLP.**

**ANNEXURE-V**

**COMMERCIAL BID**

**Bidders to strictly comply the instructions given below during submission of Price bid in BEML SRM Portal:**

1. Bidders to submit only Price and applicable tax details in BEML SRM e-procurement platform.
2. The price should be quoted only in the acceptable currencies i.e. **INR, EUR and JPY**.
3. Bidder shall submit Price bid for quantity of 504 numbers of metro cars in SRM portal.
4. The NIT is also governed by the **Public Procurement Policy – preference to ‘Make in India’ order 2017** issued by Ministry if Commerce and Industry, Government of India. For full details, bidders can download from website: <http://dipp.nic.in/whats-new/public-procurement-preference-make-india-order-2017>.

It may be noted that this procurement is not divisible in nature. Bidders should indicate whether they are claiming purchase preference under **Public Procurement Policy – preference to ‘Make in India’ order 2017** as per format given in **Appendix E**.

1. **COMMERCIAL EVALUATION PROCEDURE:**

**Commercial ranking will be arrived based on total price of all the tendered items (i.e. on kit basis)** that includes the following**:**

* 1. **L1 will be arrived on each line item basis on landed cost basis.**
  2. **The standard payment terms of BEML are as given at Clause 6 of GENERAL TERMS AND CONDITIONS - ANNEXURE – IV. For Bidders not agreeing with above terms, their prices will be suitably loaded with applicable cash credit interest while evaluation of bids.**
  3. **For the purpose of arriving the Landed Cost in INR, the exchange rates for EUR / JPY prevailing as on date of tender opening (date of technical bid opening in case of two-bid tender) as per website www.xe.com will be considered.**

1. The price bid to be submitted through e-mode on BEML SRM system. The following details are to be entered in the item data in SRM.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Sl. No. | Material | Short Text | Qty  (A) | Unit | Unit Price (B) | Extended Price  (C) = A\*B |
| 1 | 52521950 | CABLE TIE  (L-540 mm x W-12.7 mm) | 6,000 | NO |  |  |
| 2 | 52521951 | CABLE TIE  (L-100 mm x W-2.5 mm) | 76,000 | NO |  |  |
| 3 | 52521952 | CABLE TIE  (L-140 mm x W-3.6 mm) | 142,000 | NO |  |  |
| 4 | 52521953 | CABLE TIE  (L-200 mm x W-4.8 mm) | 200,000 | NO |  |  |
| 5 | 52521954 | CABLE TIE  (L-370 mm x W-4.8 mm) | 122,000 | NO |  |  |
| 6 | 52521834 | MOUNT BASE | 22,000 | NO |  |  |

1. Bidder has to quote for all items. No weightage / preference will be given for any specific / particular item.
2. L-1 will be arrived based on individual line item basis. The bidder whose offer is lowest on landed cost basis will be considered as L1.
3. The commercial bids of technically qualified vendors based on vendor approval obtained from DMRC will be considered and opened.

**APPENDIX – A**

## COMPLIANCE REPORT

(To be submitted along with Technical Bid)

**Bid Invitation No :**

**Firm :**

**Item details :**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sl. No. | Terms / Clause | Complied | Not Complied | Remarks |
|  | GLOSSARY, DEFINITIONS & INTERPRETATIONS |  |  |  |
|  | SCOPE OF SUPPLY |  |  |  |
|  | REQUIREMENTS OF THE TENDERERS |  |  |  |
|  | TENDER SUBMISSION CONDITION |  |  |  |
|  | SUBMISSION OF OFFER IN TWO-BID SYSTEM |  |  |  |
|  | PAYMENT |  |  |  |
|  | FIRM PRICE |  |  |  |
|  | INSURANCE |  |  |  |
|  | COUNTER TERMS AND CONDITION |  |  |  |
|  | ACCEPTANCE & ACKNOWLEDGEMENT |  |  |  |
|  | QUALITY & WORKMANSHIP |  |  |  |
|  | IDENTIFICATION OF ITEMS / PIECES |  |  |  |
|  | SUPPLY OF SAMPLE, IF APPLICABLE |  |  |  |
|  | DOCUMENT SUBMISSION CLAUSE |  |  |  |
|  | FALL CLAUSE |  |  |  |
|  | LIQUIDATED DAMAGES FOR LATE DELIVERY |  |  |  |
|  | RISK PURCHASE CLAUSE |  |  |  |

**Authorized signatory with company seal / stamp**

**APPENDIX –A**

## COMPLIANCE REPORT

(To be submitted along with Technical Bid)

**R.F.Q. Reference :**

**Firm :**

**Item details :**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl. No.** | **Terms / Clause** | **Complied** | **Not Complied** | **Remarks** |
|  | INSPECTION & CONSEQUENCE OF REJECTION |  |  |  |
|  | LAWS APPLICABLE |  |  |  |
|  | INDEMNITY |  |  |  |
|  | BRIBES AND GIFTS |  |  |  |
|  | JURISDICTION |  |  |  |
|  | ARBITRATION |  |  |  |
|  | FORCE MAJEURE CLAUSE |  |  |  |
|  | RIGHT TO VARY QUANTITIES |  |  |  |
|  | RAW MATERIALS ARRANGEMENT |  |  |  |
|  | LANGUAGE |  |  |  |
|  | TAX CLAUSE |  |  |  |
|  | CHANGES IN THE NAME OF FIRM |  |  |  |
|  | MODIFICATION, ADDITION AND AMENDMENTS |  |  |  |
|  | ASSIGNMENT OF THIRD PARTY |  |  |  |
|  | SAFETY ASSURANCE |  |  |  |
|  | WARRANTY |  |  |  |
|  | REJECTION REPLACEMENT |  |  |  |
|  | CUSTOMS DUTY ON INPUT CONTENT IMPORTED BY DOMESTIC BIDDERS |  |  |  |
|  | KEY DELIVERY DATES |  |  |  |

**Authorized signatory with company seal / stamp**

**APPENDIX B**

**CONTACT DETAILS OF THE SUPPLIER**

**(To be filled and submitted by supplier along with the technical bid)**

**1) Contact Person details in Marketing Office**

**(a) Name :   
(b) Designation :   
(c) Telephone :   
(d) Fax :   
(e) Mobile :   
(f) Email :**

**2) Head Office :**

**3) Complete address including the website:**

**4) Details of the proposed plant from where item is to be supplied:**

**5) Complete address of the Plant including Website:**

**6) Contact person details in plant**

**(a) Name :   
(b) Designation :   
(c) Telephone :   
(d) Fax :   
(e) Mobile :   
(f) Email :**

**7) Bank Details: (Will used during L/C Execution)**

**a) Name of the Bank :**

**b) Full Address of the Bank :**

**c) Suppliers Account Number and Type :**

**b) IBAN No :**

**e) Swift Code :**

**APPENDIX-C**

|  |  |  |
| --- | --- | --- |
| **DELIVERY SCHEDULE** | | |
| Key Date No. | Description of Stage | Target Date |
| 1 | Delivery of 50% quantity | 30-Apr-20 |
| 2 | Delivery of balance 50% quantity | 31-May-20 |

**APPENDIX – D**

**COMPLIANCE TO TECHNICAL DELIVERY CONDITIONS**

**For Cable Ties:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl. No.** | **Terms / Clause** | **Complied** | **Not Complied** | **Remarks** |
| 1 | MATERIAL: NYLON 66 |  |  |  |
| 2 | COLOUR: BLACK |  |  |  |
| 3 | FIRE SAFETY PERFORMANCE AS PER EN45545-2 HL3 |  |  |  |
| 4 | LOCKING AND UNLOCKING |  |  |  |
| 5 | UL APPROVED |  |  |  |

**For Mount Base:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl. No.** | **Terms / Clause** | **Complied** | **Not Complied** | **Remarks** |
| 1 | MATERIAL: NYLON 66 |  |  |  |
| 2 | COLOUR: NATURAL |  |  |  |
| 3 | FIRE SAFETY PERFORMANCE AS PER EN45545-2 HL3 |  |  |  |
| 4 | UL APPROVED |  |  |  |

**APPENDIX – E**

**DECLARATION TO CLAIM PURCHASE PREFERENCE UNDER PUBLIC PROCUREMENT POLICY – PREFERENCE TO ‘MAKE IN INDIA’ ORDER 2017**

(To be executed on plain paper and to be submitted along with the technical bid)

1. We, M/s……………………… (Company), with its Registered Office at……………………..…. claim / do not claim [Strike out which is not applicable] **Purchase Preference Under Public Procurement Policy – Preference To ‘Make In India’ Order 2017**.

2. If the vendor claims Purchase preference as per Para 1 above, then the bidder is required to provide the following details. [Tick appropriate box below]

|  |  |  |
| --- | --- | --- |
| CONDITION | COMPLIED | NOT COMPLIED |
| The item offered meets the minimum local content of 50%. Local Content means the amount of value added in India which shall be the total value of the item procured (excluding net domestic Indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent. |  |  |
| Address of Location(s) at which the local value addition is made |  | |

. **(Signature) For and on behalf of the company**

**Name & Designation of Signatory (Company Seal)**