

Basic Information of Tender		
Title	Supply of Equipped Cabins (RHD)for BEML HMV 8x8.	
Description	Development of Driver's cabin for BEML High Mobility Vehicle 8x8, Fabrication, Pre-treatment, CED dip paint & top coat, Furnishing of cabin aggregates, Interior ABS Trims, Installation and internal testing	
Tender Type	Open Tender	
Bid Type	E-tender	
Evaluation Criteria	Two Bid (Technical Bid& Commercial Bid separate)	
Tender Due Date & Time	08-08-2020 & 14:00 HRS	
Pre Bid Conference Start Date & Time	30-07-2020 & 11 : 00 HRS	
Queries Start Date & Time	18-07-2020 &14:00 HRS	
Queries End Date & Time	08-08-2020 & 14:00 HRS	
Un Priced Bid Open Date & Time	08-08-2020 & 14:30 HRS	
Purchase Department.	BEML Palakkad Complex.	
EMD Drop Box Address	Thro' ONLINE Only	
Tender Description	Development of Driver's cabin for BEML High Mobility Vehicle 8x8, Fabrication, Pre-treatment, CED dip paint & top coat, Furnishing of cabin aggregates, Interior ABS Trims, Installation and internal testing.	
Notice Inviting Tender	We invite your most competitive Electronic digitally signed and sealed encrypted etenders under two bid system online only for "Development and Supply of Equipped cabins (RHD) for BEML High Mobility Vehicle 8x8".	
Currency Type	Tender Fee	EMD
INR	NIL	Rs.56,00,000/-



BEML LTD PALAKKAD COMPLEX

(A Government of India Mini Ratna Company under Ministry of Defence)
Kinfra Wise Park, Kanjikode, Palakkad – 678621, Telephone: 0491-2565123

Tender Document for “Development& Supply of Equipped Cabins (RHD) for BEML High Mobility Vehicle 8x8”

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	"Development & Supply of Equipped Cabins (RHD) for BEML High Mobility Vehicle 8x8"	

Tender Notice

Tender No.6300033486

We invite your most competitive Electronic digitally signed and sealed (encrypted) e-tenders under **Two Bid systems** online only for **"Development & Supply of Equipped Cabins (RHD) for BEML High Mobility Vehicle 8x8"** with Scope of Work as per details given below:

1. Scope of Work :

Brief of work as below

SL No	Part No & Description	Qty (Nos)	Vendor scope
1	160999859874_02 Equipped Cabin	31	(a) Fabrication of Shell (b) Pre-Treatment and CED Coating with Final paint (c) Furnishing and Testing
2	160999859874_03 Equipped Cabin	170	(a) Fabrication of Shell (b) Pre-Treatment and CED Coating with Final paint (c) Sourcing/developing furnishing items (d) Fabrication of Shell and (e) Testing

For detailed scope of work please refer techno-commercial bid.

Tenderers are requested to carefully go through all the terms and conditions, special terms and conditions, Pre-Qualification Criteria, PTS Documents, ATP documents, and all related documents as mentioned in this tender before submitting their quotations. The validity of the tendered rate(s) should be for 90 days from the due date or from the extended due date of the tender.

2. Pre-bid Meeting:

Pre – Bid meeting will be conducted through Video Conference. The date and time details for video conference are provided below:

Meeting Date and time: **Thursday, July 30, 2020, 1100 Hrs.**

3. EMD AMOUNT :

Rs.56,00,000/- (Rupees Fifty Six Lacs only) **to be paid online towards Earnest Money Deposit to BEML.**

- Integrity Pact: Integrity Pact as per the attached format is to be submitted manually by interested bidder before the tender due date & time. The copy of the integrity pact is to be uploaded in BEML SRM website too.

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	"Development & Supply of Equipped Cabins (RHD) for BEML High Mobility Vehicle 8x8"	

Instructions to Bidders

This tender is for **"Manufacture & Supply of Equipped Cabins (RHD) for BEML High Mobility Vehicle 8x8"**.

1. Vendor is advised to submit their bids taking full notice of all the pre-qualification criteria, technical specifications, ATP documents and all related documents as mentioned in this tender. Bidders are to note that this tender is on e-procurement platform and hence the interested bidders can participate in the tender (Techno-Commercial and Price Bids as separate) only through the internet through BEML SRM Website.

Response in any other form (post, telegram, fax, telex, e-mail, and courier) shall not be accepted.

2. Bidders shall be required to arrange all resources, including Digital IDs and Internet Connections at their own cost, for participating in online tenders at BEML e-Procurement site.

3. Eligible Bidders are required to submit their offer in two parts - Techno Commercialbid and Price Bid. The Techno Commercial as well as Price Bid shall both be submittedonline as digitally signed bids at site BEML SRM WEBSITE along with thedocuments as required in this tender.

4. Submission of Bids:

4.1. Bids are required to be submitted in 2 parts- Techno Commercial Bid and PriceBid

4.2. Eligible Bidders are required to submit their offer only through online platform at BEML SRM websitewithin the tender due date / time as specified in thetender. Late/ delayed tenders submitted on line after the due date and time, forwhatsoever reasons will not be considered. Physical bids shall not be accepted.

4.3. The Techno Commercial as well as Price Bid shall both be submitted online alongwith the documents as required in this tender.

4.6. For submitting on line response in BEML SRM e-Procurement portal, Bidders should have a valid Class III Digital Signature Certificate with encryption issued by Authorized Certifying Authority.

4.7. Interested bidders who don't have valid user name and password for participating in the tender can contact BEML Limited through e-mail: admin.srm@beml.co.in to obtain the username and password for submitting the bids.

4.8. The Server Date & Time as appearing on the BEML SRM website only be considered for the cut-off date and time for receipt of tenders.

4.9. It may be noted that response in any other form (through post, telegram, fax, telex,e-mail, and courier) shall not be accepted.

4.10. All details, revisions, clarifications, corrigenda, addenda, time extensions, etc., to thetender will be hosted only on BEML website& Central Public Procurement Portal (CPPP). Bidders should regularly visit thiswebsite to keep themselves updated.

4.11. Bidder is advised to study all the Tender Documents carefully and understand theTender/Contract Conditions, Specifications etc., before quoting. If there are anydoubts, they should get clarification in writing but this shall not be a justificationfor late submission of tender or extension of opening date. Tender should be strictlyin accordance with Terms & Conditions, Specifications, and Procurement Technical specifications.

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4.12. The offer from the tenderer should be strictly in accordance with Terms & Conditions of the tender, Specifications and Procurement Technical specifications.

4.13. All the enclosed Tender documents along with the covering letter will form part of the tender.

4.14. It shall be understood that every endeavor has been made to avoid errors which can materially affect the basis of the tender and the successful Tenderer shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

4.15. A bidder who is new to e-Tender, is advised to contact BEML SRM team available at mail - admin.srm@beml.co.in for necessary guidance.

4.16. For bidding, it is suggested that bidders should not wait for last date/ tender due date for their bid preparation as several documents are to be uploaded in the offer and prices are to be entered on screen for all items.

4.17 For any commercial clarification please contact Mr.N.Sridhar, Sr.Manager, BEML Palakkad thro mail pm@beml.co.in & Ph- 0491-2565123. For any technical clarification please contact Mr.Jagadeesh.F.Lakkannavar, Manager R&D Defence thro jagadeesh.lakkannavar@td.beml.co.in

5. Evaluation of Bids:

Technical Bid will be opened first on the specified date and time. Commercial Bid will be opened only, if the firm qualifies in the Technical Bid. Incomplete details of the Technical Bid will be rejected summarily. BEML have its right to reject any bid without assigning any reason what so ever.

- The bidder has to mandatorily submit his quote for both cabins in the tender separately.
- The lowest bidder will be arrived by considering the total landed cost for both the cabins.
- If the bidder submit his quote for only one line item, then the offers received is liable for rejection.
- The bidder should mention the rates for the tools, jigs, fixtures to be developed exclusively for development of Cabin. All drawings and BOM for tools, jigs, fixtures to be submitted to BEML. Tools, jigs & fixtures, its drawings and BOM will be Intellectual Property of BEML.

6. Techno Commercial Bid

The techno commercial bid shall include the following

- Submission of EMD Amount (Thro Online)
- Integrity Pact duly signed & witnessed (Copy to be submitted in Bid & hard copy to be forwarded before due date of tender)
- Solvency Certificate
- Vendor Pre-Qualification (technical)
- All Attachments/ Annexures as sought thru this e-tender duly filled, signed & stamped needs to be uploaded as per requirement.
- Copies of Registration Certificate under MSE etc.
- All Declarations asked in this tender – Delisting, Particulars of Tenderer for GST, PAN No.
- Particulars of Bidder & Organization details
- Average financial turn overs.
- Bidders have to ensure that Rates/Prices are not mentioned anywhere in Techno Commercial bid, failing which the bid is liable to be rejected.

7. Price Bid

- The prices are to be offered only in the price bid document of e-tender against the tendered quantity.
- Price bid shall not contain anything else other than the rates. No terms and conditions or exception / deviation are permitted in price bid.
- Validity of the Offer: The offer shall be valid for a period of 90 days from the due date/ extended due date of opening of the un-priced bid.

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8. BEML will not be responsible for the cost incurred in preparation and submission of bids including the cost of digital certificate, regardless of the conduct or outcome of the bidding process.

9. Bidders are not allowed to mention any quotes in any other parts of the tender.

10. The bidder shall be fully responsible for the payment of any and all taxes, duties, octroi, rates, cess, levies and statutory payments payable under all or any of the statutes etc. as per clause of General Terms & Conditions of the tender.

11. The Bid document is not transferable. BEML reserves the right to reject any and / or every tender without assigning any reason whatsoever and / or place order on any tenderer and their decision in this regard will be final. No disputes could be raised by any tenderer(s) whose tender has been rejected.

12. Black List/Ban/Holiday list

i. Bids received from parties who have been banned/blacklisted / put on holiday list or parties in respect of whom the action for blacklisting and holiday listing has been initiated by BEML/any Government/Quasi Government Agencies or PSUs, shall not be considered for either evaluation or for award of work.

ii. The bidder should give a written declaration indicating that they are not on holiday list/banned/blacklisted as on due date of this tender.

13. Address of tender floating department:

N.Sridhar

Sr. Manager – Sub contracts

BEML Ltd, Palakkad complex

KINFRA Park, Menon Para road,

Kanjikode East – 678621

Fax – 0491 – 2567488, Tel – 0491 – 2565123. E-mail: pm@beml.co.in

14. Earnest Money Deposit (EMD): EMD details provided in the section "Commercial Terms and Conditions"

15. Integrity Pact:

i. Integrity Pact is a Pact between BEML (as a procurement) on one hand and the prospective bidder/contractor (vendor) on the other hand stating that the two parties shall make certain commitments to each other in regard to ensuring transparency and fair dealings in the procurement activities of the company.

Pre-Contract Integrity Pact (which is issued along with the bidding document) – shall be returned by the bidder before the tender closing date & time. The copy of the same shall be uploaded in tender site also. It should be duly signed by the same signatory who signs the bid i.e. who is duly authorized to sign the bid. All the pages of the Integrity Pact shall be duly signed by the same signatory.

ii. Note: Bidder's failure to return the Integrity Pact along with the bid, duly signed, shall lead to outright rejection of such bid.

iii. If the Bidder has been disqualified from the tender process prior to the award of contract according to the provisions under Integrity Pact, BEML shall be entitled to demand and recover Liquidated Damages amount by from bidder by en-cashing the EMD/Bid security (Bid Bond) submitted by the bidder, as per provisions of Integrity Pact.

iv. If the contract has been terminated according to provisions of the Integrity Pact, or if BEML is entitled to terminate the contract according to provisions of Integrity Pact, BEML shall be entitled to demand and recover from the Contractor Liquidated Damages amount by forfeiting the Performance Bank Guarantee / Security Deposits as per Integrity Pact.

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16. Digital Signature – Authorized Signatory

- a. All the tender documents and Annexures, Techno-commercial details and PriceBids shall be required to be digitally signed with a class III signature by the authorized signatory.
- b. Online submission of the tender under the digital signature of the authorized signatory through the procurement portal shall be considered as token of having read, understood and totally accepted all the terms and conditions.

17. Acceptance of the Offer: Incomplete or conditional submissions, and those with deviations/ subjective or counter conditions/ quantity restrictions or those not accompanied by the requisite documents shall be liable to be rejected and no further correspondence/ enquiries on this issue by the tenderer shall be entertained. Any Terms and Conditions attached / printed overleaf of the Tenderer's offer will not be binding on BEML.

18. Please note that all the terms and conditions of this tender are required to be accepted by bidders and no counter conditions will be entertained.

19. Any bid that does not meet the Pre-Qualification requirement or the requirement in the Techno-commercial bid is liable for rejection without further notice.

20. BEML reserves the right to accept/ reject any or all of the bids at their sole discretion without assigning any reason.

21. BEML reserves the right to extend the due date of the tender.

22. BEML shall not be responsible for any delay in submission of bids by the vendor.

23. Corrigenda/Addenda:

(i) At any time, on or before Tender due date & time, BEML may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify this tender Document.

(ii) The modifications, amendments, clarifications, corrigenda, addenda, time extensions, etc. to this tender will be hosted on CPPP & BEML WEBSITE. Bidders should regularly visit the websites to keep themselves updated.

(iii) All corrigenda published are deemed to have been accepted as part of tender terms and conditions irrespective of the date a bid is submitted in the e-procurement system on the website.

(iv) Bidder shall be responsible to ensure that the bid submitted has taken into consideration all the corrigenda published as above.

24. Extension of Due date: In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, BEML may, at its discretion, also extend the bid due date.

25. BEML reserves the right to make any changes in the terms and conditions without any intimation.

26. BEML reserves the right to reject any or all bids received incomplete.

27. Clause Others:

- g) BEML reserves the right to accept any tender in whole or in part or reject any or all tenders without assigning any reason.
- i) All correspondence shall be in English language only

28. Order of Precedence:

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In case of contradictions between various sections of the tender document, the Procurement Technical Specification (PTS), Acceptance Test Plan (ATP) & Technical Compliance matrix shall supersede General Terms and conditions and Special Terms & Conditions of Sub-contract.

29. Other Documents

Any amendment / change order issued after signing of formal contract shall take precedence over respective clauses of the formal contract and its annexures.

30. Miscellaneous

a. BEML reserves the right to accept any tender in whole or in part or reject any oral tenders without assigning any reason. Decision of BEML in this regard shall be final and binding on the bidder.

b. This Tender is not transferable. All enclosed tender documents along with the Annexures / Attachments will form part of the tender.

c. The prices quoted by the Tenderer shall be firm during the validity period of the bid and Tenderer agrees to keep the bid alive and valid during the said period. In case the tenderer revokes or cancels the tender or varies any of terms of the tender without the Consent of the Owner, in writing, the Tenderer forfeits the right to the refund of the Earnest Money paid along with the tender.

d. Payment of bills shall be tendered to the vendor in electronic mode (epayment) through any of the designated banks. The contractor will comply by furnishing full particulars of Bank Account (mandate) to which the payments will be routed. BEML LTD reserves the right to make payment in any alternate mode also.

e. Tenders received after the stipulated date and time for receipt of the tenders, due to any reason will not be considered.

f. Courts in the city of Bangalore alone shall have Jurisdiction to entertain any application or other proceedings in respect of anything arising under this tender either before or after or during the finalization of the tender.

g. BEML reserves the right to take action as deemed fit which is inclusive of placing the tenderer under suspension / holiday for a period as decided by the company, in case of withdrawal of offer at any stage, non-acceptance of PO or non-execution of order or any other breach of tender terms and conditions.

h. Successful bidders will be issued Purchase Order (PO). Bidders will have to comply with all formalities as specified in the PO, failing which the PO may be cancelled, EMD forfeited and the action as deemed fit will be taken.

i. BEML can verify the documents submitted by the successful bidders during the technical evaluation of the bids/after the issuance of PO. In case of any discrepancy between the documents submitted in the bid with respect to the originals or failure to produce the original document for verifications, BEML reserves the right to:

1. Reject the bid of the tenderer (s) and take action against the bidder(s) as per BEML Guidelines or any other internal guidelines revised from time to time at any stage.
2. Black List such vendors and forfeit the Security Deposit/EMD/PBG.

J. In case of any dispute in the interpretation of the terms and conditions of the tender, the decision of the BEML LTD shall be final and binding.

K. If it is found that bidders have submitted false / forged document, then the bid of that bidder may be cancelled.

31. Other:

- a) Tenderer should ensure that they submit their offer before the due date & time of tender.
- b) An offer may not be considered, if BEML is unable to evaluate the same for want of any information.

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Techno-Commercial Bid

Pre-Qualification Criteria

The following are the Financial & Technical Pre-Qualification criteria:

1.Financial Pre-Qualification Criteria: Tenderer average annual turnover during the past three years i.e. 2017-18, 2018-19, & 2019-20 OR 2016-17, 2017-18& 2018-19 should be at least **Rs. 20 Crore.**

2. EMD Amount – The EMD amount of **Rs.56,00,000/- (Rs Fifty Six Lacs Only)** to be submitted online before the tender closing date.

3.Solvency Certificate –Solvency certificate given by any Nationalized/scheduled bank for an amount of **Rs.11,00,00,000/- (Rs.Eleven Crores Only)** to be submitted. The solvency certificate issued in favour of the bidder shall be within a period of 12 months from the date of submission of the tender.

4. Technical Pre-Qualification criteria: The vendor should fulfill the following criteria while participating in the tender.

Sl.No.	Description	Remark
1	Vendor should have developed similar cabin and supplied to OEM for Heavy duty trucks.	Copy of the Supply Orders to substantiate similar projects to be submitted.
2	Vendor should have Min 3 years experience in design, development, and manufacturing of Cabin as per CMVR norms.	Suitable Documents to justify, to be submitted
3	Vendor should have latest certification of Quality Management System.	Enclose latest QMS certificate
4	Vendor with sound financial status – Minimum turnover of 20 Crs.	Audited Balance sheets to be submitted
The Vendor shall have the following basic and essential facilities to qualify to this tender		
5	CNC Laser cutting facilities	List of machines with Technical specification to be provided
6	Facilities for Manufacturing of Jigs & fixture required for fabrication & assembly of cabin	List of machines with Technical specification and required facilities to be provided
7	Facilities for GMAW & Spot welding with material handling facilities	Vendor has to furnish detail of welding facilities and material handling equipment such as Jib crane, EOT, etc.
8	Pre -Treatment Plant with Cathode Electrostatic Dip (CED) Painting and Painting Booth with Baking Oven Facility to Accommodate cabin with dimensions LxWxH is 2107x2500x 1850mm and with a max. Weight of 770 kg.	Vendor has to provide technical details & facilities for pretreatment with CED painting, booth & baking oven to process BEML Cabin
9	Vendor should have requisite functional testing facilities for cabin as per CMVR norms and ATP. Such as Wiper test, Shower Test, Lamp / Indicator function test.	Vendor has to furnish details of test facilities & test rig available.
10	The Vendor should sign the Integrity Pact with BEML.	As per stipulated norms.

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5.Integrity Pact - The integrity pact to be signed and submitted to BEML Palakkad through courier/speed post on or before tender closing date& time.The copy of the integrity pact to be submitted online in BEML SRM Platform before the tender closing date & time.

Documents in respect of Pre-Qualification Criteria:

- a) The bidder should upload the audited balance sheet / audited P&L account statement for the past three years i.e. 2017-18, 2018-19, & 2019-20 OR 2016-17, 2017-18, 2018-19. In case the average turn over for the past 3 years is less than Rs.20 Cr the offer is liable for rejection.
- b) The bidder should submit the EMD amount of **Rs.56,00,000/-** online before the tender closing date.
- c) The bidder should submit the duly filled and signed solvency certificate before the tender closing date.
- d) The bidder should upload all the supporting documents as per the above table from SI No.1 to SI No.10 to meet the technical pre- qualification criteria for participating in the tender.
- e) The bidder should submit the duly filled and signed Integrity pact before the tender closing date.
- f) BEML reserves the right to seek information / documents from bidders, in addition to details furnished above in original bid, to complete the evaluation.

Bids not meeting the above Pre-Qualification Criteria will be rejected.

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Scope of Work

Development of cabin shell with Fabrication, Assembly , Pre-treatment & CED Painting with fully furnished scope

1. Scope of work for 1 no. Proto & 30 cabins production (Fabrication +Assembly + Pre-treatment + CED paint + Furnishing)

I. BEML Scope:

- i. BEML shall provide loose parts of cabin shell (Not welded) & kit for cabinfurnishing as free issue material to vendor.
- ii. Technical assistance will be provided by sharing Manufacturing drawings &process plan for full shell fabrication, internal trims & furnishing of aggregates byBEML along with Technical specification.

I. Vendor scope:

- i. Initial shell Fabrication of Cabin to be made by using loose parts (Not welded)utilizing the fixtures made by the supplying firm on their own.
- ii. Final shell welding to be carried out as per the drawing and Tech spec.
- iii. Stage wise integration and final shell assembly has to be carried out as perprocess with suitable fixtures and offered for BEML for inspection and clearance.
- iv. Pre-treatment, CED (Cathode electrode deposition) dip coating, top coat paint &baking has to be carried out as per Technical specification / process.
- v. Furnishing of the Cabin including Electrical harness, lamp mounting, and Drivercontrol system to be carried out with necessary Tooling and Fixtures on their ownas per the drawing and Tech spec.
- vi. The firm shall provide QAP, Dimensional check sheets, welding process &welders qualification to BEML.
- vii. The final inspection with shower test and clearance to be obtained from BEMLbefore dispatch.
- viii. The firm should make a Checking Fixture for mounting, lock and unlock, of theequipped Cabin for final clearance.
- ix. The 2 No's cabin will undergo
 - a. Trials & testing at BEML Palakkad along with CQA(BEML).
 - b. VRDE, Ahmednagar NCAT trails

2. Development of 170 sets of cabin (Fabrication + Assembly +Pretreatment+CED paint +Furnishing)

Scope of work

BEML Scope:

- i. BEML shall supply only 26 varieties of stamped (pressed) parts for 170 sets asfree issue material to vendor.
- ii. The Manufacturing drawings & process plan for Floor panel assembly (LH & RH),Rear wall assembly, Roof panel assembly and full shell fabrication along withloose parts drawings will be shared by BEML along with Technical specification.

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iii. Technical assistance will be provided by sharing Manufacturing drawings & process plan for full shell fabrication, internal trims & furnishing of aggregates by BEML along with Technical specification.

Vendor scope:

- Fabrication of Cabin Shell by using 26 varieties of free supply stamped (pressed) parts from BEML. The other items shall be manufactured by the supplier as per Drawings and BoM.
- Floor panel, Rear wall, & Roof panel sheet shall be fabricated and assembled by utilizing suitable fixtures.
- Stage wise integration and final shell assembly has to be carried out as per process.
- The firm has to arrange all fixtures required for stage wise shell fabrication. Also, the firm has to carry out forming, bending & shearing required for shell structure reinforcement.
- Pre-treatment, CED (Cathode electrode deposition) dip coating, top coat paint & baking has to be carried out as per Technical specification / process.
- Cabin Furnishing items as per BOM to be procured and assembled.
- Furnishing of the Cabin including Electrical harness, lamp mounting, and Driver control system to be carried out with necessary Tooling and Fixtures on their own as per the drawing and Tech spec.
- The firm shall provide QAP, Dimensional check sheets, welding process & welders qualification to BEML.

BEML will provide the free issue materials as mentioned in the below table:

SL No	Part No & Description	Qty (Nos)	BEML Scope	Vendor scope
1	160999859874_02 Equipped Cabin	31	(a) 26 types of stamped parts (b) 6 types of non-stamped parts (c) All furnishing items in loose condition	(a) Fabrication of Shell (b) Pre-Treatment and CED Coating with Final paint (c) Furnishing and Testing
2	160999859874_03 Equipped Cabin	170	26 types of stamped parts only	(a) Fabrication of Shell (b) Pre-Treatment and CED Coating with Final paint (c) Sourcing/developing furnishing items (d) Fabrication of Shell and (e) Testing

For further details bidder has to refer the PTS document Ref : Doc no: BEML / GA/R&D DEFENCE / ToT-CAB / 003, Dt: 28.05.2020. Rev.No.01.

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Procurement Technical specification of Cabin (RHD) for BEML High Mobility Vehicle 8x8

Ref : Doc no: BEML / GA/R&D DEFENCE / ToT-CAB / 003, Dt: 28.05.2020. Rev.No.01

The supply of the cabin (RHD) for BEML High Mobility vehicle 8x8 should be as per the Procurement Technical Specification

Doc no: BEML / GA/R&D DEFENCE / ToT-CAB / 003, Dt: 28.05.2020. Rev.No.01.

Note:

i)The bidder should clearly read the **PTS Doc no: BEML / GA/R&D DEFENCE / ToT-CAB / 003**, Dt: 28.05.2020. Rev.No.01 to understand the scope of work, technical specifications, drawings, testings and all related terms & conditions for the manufacture of the cabins.

ii) The bidder should upload their confirmation as given in annexure-3 of this tender stating that they have clearly understood the requirement as per the PTS & confirmation to supply the cabins as per the requirement of PTS.

Note :

1. **Please download the PTS document from Collaboration folder against this tender from BEML SRM Website.**
2. **Bids not meeting the PTS Criteria will be rejected.**

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ACCEPTANCE TEST PLAN FOR Cabin (RHD) for BEML High Mobility Vehicle 8x8

Ref :Doc No. BEML/GA/R&D DEFENCE/ToTCAB/ATP/004 Revision No. 0 Date: 28.05.2020

Note:

- i)The bidder should clearly read the **ATPDoc No. BEML/GA/R&D DEFENCE/ToTCAB/ATP/004 Revision No. 0 Date: 28.05.2020**, Dt: 28.05.2020. to understand various checkpoints / acceptance criteria of Cabin(RHD) development for BEML High Mobility Vehicle 8x8.
- ii) The bidder should upload their confirmation as given in annexure-4 stating that they have clearly understood the requirement as per the ATP & confirmation to supply the cabins as per the ATP.

Note:

1. **Please download the ATP document from Collaboration folder against this tender from BEML SRM Website.**
2. **Bids not meeting the ATP Criteria will be rejected.**

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Technical compliance matrix.

Note: The technical compliance matrix is attached in the collaboration folder. The bidder should duly fill, sign & upload the technical compliance matrix in their offer in BEML SRM Website.

Note:

i) The bidder should fill and upload the Technical Compliance Matrix & confirmation as given in annexure-5 stating that they have clearly understood the requirement as per the Technical Compliance Matrix& confirmation to supply the cabins as per the Technical Compliance Matrix.

Note:

1. **Bids not meeting the Technical Compliance Matrix Criteria will be rejected.**

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General Terms & Conditions

1. DEFINITIONS& INTERPRETATIONS:

- 1.1 The Purchaser' means "(BEML Limited, KINFRA park, Menon Para Road, Kanjikode East, Palakkad - 678621)" (A Government of India Undertaking) incorporated under the Companies Act having its registered office at "BEML Soudha, No 23/1, 4th main, S.R. Nagar, Bengaluru – 560027" and shall be deemed to include its successors and assignee.
- 1.2 Supplier' means a person having been included in a contract as a Contractor and also means a firm or company with whom the order for supply/execution of work is placed and shall be deemed to include the supplier's successors, (approved by BEML Ltd.,) representatives, heirs, executors and administrators. The supplier may also be referred to as the supplier, Contractor or vendor.
- 1.3 Parties to the Contract' shall mean the Supplier and the Purchaser as named in the main body of the Purchase Order.
- 1.4 Tender means and includes quotation, invitation to tender and all other documents like drawings, specifications, quality plan, etc that form part of the tender document.
- 1.5 Acceptance of Tender Means the letter of memorandum communicating supplier, the acceptance of the Tender and includes advance acceptance of this tender.
- 1.6 Purchase Orders / Contract' means and includes the invitation to tender, instruction to Tenderers, acceptance of tender, Letter of intent / letter of award, the general terms and conditions of Purchase Order / contract, special conditions of Purchase Order /contract, particulars, descriptions, specifications, schedule of prices, quantities, quality plan, drawings enclosed and other condition specified in the acceptance of tenders and includes the repeat order which has been accepted or acted upon by / for the supplier for the supply of stores and includes an order for performance of service and includes amendments, if any, that may take place subsequent to the discussions, negotiations, mutual agreement if any.
- 1.7 Stores / Materials / Services' means the goods or services specified in the Purchase Order which the supplier has agreed to supply under the Purchase Order.
- 1.8 Words in singular include the plural & vice-versa.
- 1.9 Words imparting the masculine gender shall be taken to include the feminine gender and words imparting persons shall include any firm, company or associations or body of individuals whether incorporated or not.
- 1.10 The heading of these conditions shall not affect the interpretations or construction thereof of the contract.

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2.0 GENERAL TERMS & CONDITIONS FOR PROCUREMENT OF MATERIAL (e-mode)

2.1.The tenderer is advised to carefully go through the tender terms & conditions before submitting the tender.

2.2.The Bidder should upload all the documents along with respective supporting documents which are specified in the tender. If the bidder has not provided the document which is specified their offer is liable for rejection.

2.3.Only GST registered vendor needs to quote. Firm has to update registered GST details in BEML SRM website to submit quotation (non local vendors).

2.4.Break-up cost for the quoted price to be provided in the quotation such as Material cost, Labour cost, other overhead cost.

2.5.Supplies should be strictly as per the requirement projected. The item supplied should be GENUINE PART as it is used for OE requirement.

2.6.Along with supplies, as mentioned in Bid, it is required to submit Inspection certificate, material test reports (from NABL accredited Lab for BEML Defence parts), warranty certificate, Country of Origin certificate & other related documents required along with the shipment.

2.7 If dealers are submitting the bids inplace of OEM, Delaer should submit Authority letter from manufacturer.

2.8If sister concern exists then only one bidder to participate.

2.9. BEML reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BEML projects / units.

2.10. BEML reserves its right to reject any incomplete bid submitted.

2.11. The due date for submission of tenders may be extended by BEML, in its sole discretion, which shall be announced as corrigendum to original NIT only at our website/ SRM Portal Validity of bids submitted shall be deemed to be extended accordingly.

2.12. BEML may decide to scrap the tender/refloat the tender without assigning any reasons thereof before LOI/PO is committed. BEML reserves the right to accept, split, divide, negotiate, cancel or reject any tender or reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.

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2.13 The correspondence exchanged against the tender from both tenderer and BEML through official email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.

2.14. Bidders participating in the tender should declare in their offer that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be furnished to BEML.

2.15 If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BEML about any such hold under enforcement on the subject bidder, BEML will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalization of the subject tender irrespective of the status of the subject bidder in that tender.

2.16 BEML reserves the right to verify, in its sole discretion, any information given by the bidders independently through any third party agencies. During this process, if it is found that any of the information given by the bidder is false / misleading, offers of such bidders would be out rightly rejected.

2.17 BEML also reserves the right to independently assess the capability and capacity of the bidder for execution of the order/contract. BEML's decision on any matter regarding short listing of bidders shall be final.

2.18. The RFx / Notice Inviting Tender is not an offer or a contract.

2.19. Proposals become BEML's property.

2.20. Bidders will not be compensated or reimbursed for the costs incurred in preparing Proposals.

2.21. BEML is not obligated to contract for any of the products described in the RFx/ Notice Inviting Tender.

2.22. BEML's decision is final for Evaluation of the offers.

2.23. Quotation submitted through Manual mode or E-mail or fax will not be considered and it is liable for rejection.

2.24. Unsolicited letters/canvassing/post tender corrections canvassing by Tenderers in any form including unsolicited letters on tenders submitted or post tender corrections shall render their tenders liable for summary rejection.

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2.25. In case any person/persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator or initiated litigations/arbitrations in connection with any contract / tender issued by BEML Ltd and any contractor has defaulted against the BEML's orders are not eligible to participate in this tender.

2.26. The uploaded documents in the SRM Portal should be legible & readable. If required, the entire Original documents (of Uploaded Documents in SRM Portal) have to be submitted if asked for from BEML Ltd. If Original documents are not submitted when asked for, their Bid will be liable for rejection.

2.27. Bidders/contractors are requested to put the page numbers and signed in all the documents which are uploaded in the SRM portal.

2.28. Late / Un-Solicited offers will be rejected.

2.29. Overseas bidders may authorize their Indian representative to represent them, to bid, negotiate (technically and commercially) and conclude the contract on their behalf. They must submit authorization letter specific to this tender, in this regard along with the bid. However, the purchase order shall be directly placed in the name of overseas bidder only and they shall be fully responsible for successful execution of contract including after-sales service in all respect.

2.30 Maximum possible quantity supply per month to be indicated in the quotation in case of capacity constraint.

2.31 If you are not able to quote, please send your Regret Letter with reasons for regretting.

2.32 We request you to submit your lowest non-negotiable best competitive price.

2.33 The quoted prices should be firm and fixed for the entire shipments, unless otherwise agreed specifically in the contract with breakup of statutory levies if applicable.

2.34 Installation and commissioning to be done by supplier at BEML site and bidder to indicate the period required for the above job from the date of intimation of readiness of site at our premises.

2.35 The vendor may visit our works with prior intimation & confirmation from our end to study existing facility BEML.

2.36 No representation would be entertained on any error(s) if found in the NIT. However, vendor(s) shall bring such errors / omissions to notice of BEML for necessary corrective action(s). The vendor's time and expenses has to be borne by vendor(s).

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2.37 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>.

2.38. PRICE BID VALIDITY: The Bid should be valid for 90 days from the date of tender opening. BEML's acceptance of the tender at the quoted / negotiated rates will be binding on the tenderer during the tenure of contract.

2.39 DELIVERY TERMS: Except as otherwise indicated in the Purchase Order, delivery shall be FOR (BEML). Trade terms such as EXW, FOB, CFR etc., if stipulated in the order shall be construed in accordance with the version of the INCOTERMS applicable at the time of ordering, without prejudice to the provisions contained in these conditions. The delivery date(s) or delivery period(s) as stipulated in the agreement shall be firm and binding and shall apply to the entire delivery for each PO item. Partial shipments may, however, be permitted by the purchaser. The time and the date of delivery of the stores stipulated in the PO No. shall be deemed to be the essence of the Purchase Order and delivery must be completed not later than the dates specified therein. The supplier shall strictly adhere to the delivery schedule indicated in the P.O. Any supplies made ahead of this schedule are liable for rejection at the discretion of BEML. 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:

- a. 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 not in the opinion of BEML (which shall be final, readily procurable) without cancelling the P.O. in respect of consignments not yet due for delivery OR
 - b. To cancel the Purchase Order
- In the event of action being taken under (a) or (b) 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 on purchase 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 or loss shall be liable for service charges of 5% of the Purchase Order value for each extra delivery.

2.40. PAYMENT TERM: Term of payment is 100% payment on 30th day for MSEs and for others on 60th day from the date of receipt of material at BEML stores subject to inspection and acceptance

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of materials For Bidders not agreeing with the above terms, their quotations will be suitably loaded with applicable cash credit interest while evaluation of bids. In case of early supplies, payment will be made only as per the delivery schedule indicated in the purchase order and in line with the terms of payment.

2.41 PENALTY / LIQUIDATED DAMAGES:

The time or period of delivery as stipulated in the schedule of delivery shall be deemed to be essence of the Contract. Shall circumstances arise whereby the deadline for an agreed delivery date(s) or period(s) is expected to be exceeded, the Supplier shall inform Purchaser without delay that in such an event the Supplier shall bind himself to any of the terms and conditions that may be imposed by the Purchaser. If delay in delivery is caused by any of the circumstances mentioned is on account of Force Majeure conditions prior to the scheduled / extended delivery or by additional work, if any, or by an act or omission on the part of the Purchaser, the Purchaser shall extent the time for delivery by a period which is reasonable having regard to all the circumstances in the case. If the Supplier exceeds any agreed delivery date(s) or period(s), Purchaser shall levy LD for such delay @0.5% per week (7 days) and part thereof, subject to a maximum of 5% of the value of the delayed portion of the Purchase Order. The penalty / LD will be charged on the value of the Purchase Order excluding statutory levies, freight and insurance wherever not included in the price. Imposition, recovery or settlement of this LD shall not affect Purchaser’s right to performance, compensation and termination of the agreement.

2.42 AUTHORITY OF PERSONS SIGNING DOCUMENT: A person signing the tender or any other document in respect of the Purchase Order shall be deemed to have power to do so on behalf of the Supplier.

2.43. Evaluation of tenders:

- a. Bids are opened on the stipulated due date and time mentioned in the tender. (Technical Bid first)
- b. In the tender document / quotation the figures written in words will be ultimately considered for commercial evaluation ignoring numerical figures in case of discrepancy noticed between the numerical figures of price & price written in words.
- c. BEML reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BEML projects / units.
- d. BEML reserves its right to ask any clarifications or documents in connection with technical bid during Technical Evaluation Stage.
- e. BEML reserves its right to reject any incomplete bid submitted.
- f. Commercial bid of only those bidders who are adjudged as technically qualified by BEML shall be opened for further processing.
- g. In the tender document / quotation the figures written in words will be ultimately considered for commercial evaluation ignoring numerical figures in case of discrepancy noticed between the numerical figures of price & price written in words.

2.44. FIRM PRICE: The prices remain firm during the pendency of the contract and no escalation shall be entertained under any circumstances for long term contract.

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2.45. ACCEPTANCE OF ORDER: The supplier shall send Order Acceptance within two weeks from the date of LOI / LOA / Purchase Order or such other period as specified / agreed by the Purchaser. Purchaser reserves the right to revoke the order placed if the order confirmation differs from original Purchase Order placed and the Purchaser shall only be legally bound after it has agreed explicitly in writing to be in agreement with the deviation. The acceptance of deliveries or supplies by Purchaser as well as payments made in this regard shall not imply acceptance of any deviations. The Purchase Order will be deemed to have been accepted if no communication to the contrary is received within two weeks (or the time limit as specified / agreed by the Purchaser) of the receipt of the order.

2.46.SECURITY DEPOSIT / PERFORMANCE GUARANTEE.

10 % of PO value has to be deposited as interest free security deposit/Performance Guarantee at the time of acceptance of offer as follows:

(i) Bank guarantee for faithful performance (FPBG), Combined Bank Guarantee for contract performance covering delivery obligation and warranty (CBG) clause for 10% of the total order value shall be applicable where the order value exceeds Rs.5.00 lakhs. Bank guarantee for faithful performance, combined bank guarantee covering both contract performance and warranty, Advance Payment guarantee etc., shall be indicated wherever applicable.

(ii) A period of 60 days time from the date of Purchase Order or the delivery schedule, whichever is earlier shall be stipulated for submission of Bank Guarantee so that contractual remedies could be enforced, if required.

(iii) A bank guarantee for a nominal amount of Rs.5000/- must be obtained from each Sub-contractor valid for a year, on yearly basis

(iv)BEML reserves the right to accept a bank guarantee from any of the Scheduled Commercial Banks authorised by RBI in lieu of cash deposit as security deposit as calculated above at its sole discretion. These bank guarantees shall be valid for the full supply period of the Purchase Order with a claim period of three months. No claim shall lie against BEML Ltd., in respect of interest on cash deposits or Govt. Securities depreciation thereof.BEML Ltd. shall be entitled and it shall be lawful on its part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the supplier in the fulfilment or performance in all respect of the Purchase Order.

2.47 PRICE, INVOICING AND PAYMENT: The agreed prices are fixed prices in the currency as specified in the Purchase Order. They shall include packing, forwarding, loading and carriage to the place specified by the Purchaser and are inclusive of all applicable taxes, duties etc. except for those specifically agreed between the supplier and purchaser. The method of invoicing shall be without prejudice to the parties; agreement as to the place of performance. Invoices shall be submitted bearing the Purchase Order number & date, item number / s and supporting documents as called for in the Purchase Order.

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2.48 VALIDITY PERIOD : The Purchase Order is valid for a maximum period for 24 months from the date of issue unless otherwise stated, within which time the supplier shall complete the supplies failing which the Purchase Order shall be treated as cancelled / short closed unless it is revalidated against specific request for reasons acceptable to BEML Ltd.,

2.49 PROGRESS REPORT

The supplier shall regularly inform the progress of work and in such form as may be called for by the Purchaser from time to time. The submission and acceptance of such reports shall not prejudice the rights of the Purchaser in any manner.

2.50 CONTRACT VARIATIONS: INCREASE OR DECREASE IN THE SCOPE OF SUPPLY:

Purchaser may vary the contracted scope. If the supplier is of the opinion that the variation in scope has an effect on the agreed price or delivery period, purchaser shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards to the price and delivery period and the effect this scope will have on the other contracts under execution by the supplier. The supplier shall not perform additional work / altered scope of work without the written instructions / amendment to the Purchase Order to that effect. The Purchaser also reserves its rights to decrease the scope of supply placed against Purchase Orders under due intimation to the supplier. Such decrease may be warranted due to defective goods or Policy Decisions of the Management of the Purchaser. And in such an event, the Supplier shall not have any claims or right against the Purchaser.

2.51. INSPECTION AND TESTING:

The goods and stores shall be of approved design and each part /component may be inspected and tested by the Purchaser prior to shipment and shall fully comply with relevant requirements of purchaser.

Purchaser has the right to inspect the delivery. In the event of rejection, Purchaser shall inform the Supplier accordingly and Purchaser shall be entitled to replacement or repair at its discretion or may proceed to terminate or annul the agreement. All this does not affect Purchaser's right to compensation.

In case the goods / stores are rejected at the time of inspection at BEML or the rejections are noticed at the time of further processing the supplier will be informed of these rejections. On receipt of this information the supplier shall immediately arrange to collect the rejected items at his cost and risk and arrange for the replacement of goods within the shortest possible time. Under no circumstances the supplier shall compel the Purchaser to rework the rejected goods.

Wherever the supplier has not collected the rejected items within 60 days from the date of intimation, BEML shall have the right to dispose the goods and all cost related to the cost of material, statutory levies incurred both in procurement and disposal shall be recovered from the supplier from any of the bills that are due. The supplier shall have no claims whatsoever against the Purchaser for such disposal.

Purchaser or his authorized representative shall be entitled at all reasonable times during execution to inspect, examine and test at the Supplier's premises the material and workmanship of all stores to be supplied under the Contract, and if the part of the stores are being manufactured at other

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premises the supplier shall obtain Purchaser's or his authorized representative's permission to inspect, examine and test as if the said stores are being manufactured at the Supplier's premises. Such inspection, examination and testing, if made shall not release the Supplier from any obligation under the Contract.

All costs related to inspections and re-inspections shall be borne by the Supplier. The cost of inspection staff / third party specified by the Purchaser shall be borne by Purchaser, unless otherwise specifically agreed. Whether the Contract provides for tests on the premises of the Supplier or any of his Sub-contractor/s, Supplier shall be responsible to provide assistance such as, labour, materials, electricity, fuels, stores, apparatus, instruments as may be required and as may be reasonably demanded to carry out such tests efficiently. Cost of any type test or such other special tests shall be borne by the Purchaser only if specifically agreed.

The supplier shall give the authorized representative of the Purchaser reasonable prior notice in writing of the date on and the place at which any stores will be ready for inspection / testing as provided in the Contract.

2.52.QUALITY AND WORKMANSHIP: The stores supplied shall be of the best quality and workmanship shall be in strict conformity with all the drawings and specifications furnished with the Purchase Orders and shall answer to the description in all respects. All supplies shall be accompanied by supplier's works inspections / test certificates duly certifying, the Stores are in strict conformity with the drawings / specifications. However, final acceptance will be subject to inspection and approval at BEML works. Once the materials are rejected and communicated to the supplier, no request shall be entertained for re-inspection or acceptance of the stores. However, BEML reserves the right to re-inspect the stores and consider acceptance at its discretion.

2.53. SUPPLY OF SAMPLE:(if applicable) The Contractor shall produce samples of all materials and shall obtain approval before he places bulk order for the material for incorporation in the works. In respect of materials for which samples are not kept or detailed specifications is not given hereinafter, such materials shall comply with the latest relevant Indian Standard Specifications a published up to the date of issue of this tender. The Contractor shall on demand produce original receipts vouchers/invoices in respects of materials supplied by him.

2.54.RAW MATERIALS ARRANGEMENT: The Supplier shall make his own arrangement to procure all raw materials required (**except BEML free issue materials if any**) and BEML shall not be responsible for any assistance in such procurement or whatsoever.

2.55.QUALITY & CONDITION OF DELIVERY: The Supplier shall guarantee 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 shall guarantee that the delivery corresponds exactly with the provisions of the agreement (PTS/ATP/Scope of supply), the reasonable expectations of Purchaser 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 shall guarantees that the delivery complies with legal requirements applicable in India and other (international) Government regulations, as applicable. The supplier shall guarantee that

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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.

2.56. GUARANTEE / WARRANTY :

a. Guarantee

Wherever required, and so provided in the specifications / Purchaser Order, the Supplier shall guarantee that the stores supplied shall comply with the specifications laid down, for materials, workmanship and performance. If within the guarantee period the delivery is found to be non-compliant including those with the stipulations (in clause Quality and Condition of Delivery) of these Conditions, the Supplier shall, on its own account, replace, repair, or re-execute the delivery at Purchaser's discretion when first requested to do so within two weeks or mutually agreed period, without prejudice to Purchaser's other legal rights. If the Supplier continues to default on its obligations, Purchaser has the right to proceed to replace, repair or re-execute the order at the Supplier's expense, with or without help from third parties besides, Purchaser's other legal remedies. Purchaser shall notify the Supplier of the exercise of this right in advance where possible. Unless otherwise specified, guarantee period shall be 18 months after the date of delivery of goods. For capital goods or bought out packages which are intended to be incorporated in installations or systems the Guarantee period shall not start until the time the installations or systems are commissioned, provided always that the period ends no later than 30 months after the date of delivery of the goods. The guarantee period shall be extended by the period during which the goods are not in compliance with the stipulations in Clause 2.55 (Quality and Condition of Delivery). A guarantee period as described above shall apply afresh to replaced, repaired or reexecuted parts of a delivery. The decision of the Purchaser in regard to the Supplier liability under this clause shall be conclusive and final and will be binding on the supplier.

b. Warranty

All the stores supplied shall be warranted against any defect in material, Workmanship, design or dimension etc., for a period of twelve calendar months from the date they are actually put on use or eighteen months from the date of receipt of supply in BEML Limited whichever is earlier and the supplier shall remedy such defects at his/her own cost or replace free of charge such stores when called upon to do so by BEML who shall stage in writing in what respect the stores are defective. Warranty Certificate shall be furnished by the Supplier in triplicate as under covering the entire supplies to be made against the order within 15 days from the date of order, but before commencement of supplies. The supplies covered under a P.O. be Warranted against all defects in material, workmanship, design dimensions etc., for a period of 12 months from the date they are put to actual use or 18 months from the date of receipt of supply in BEML whichever is earlier and if any defects are found within the above period for any of the reasons stated, they will be replaced at your premises free of cost within a reasonable time.

2.57. In case of non-adherence to delivery schedule, BEML reserves the right to cancel the order and Risk Purchase clause will be applicable.

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2.58. If a Supplier fails to deliver the goods against an order by the delivery date agreed in the order or if he fails to perform in accordance with the contract conditions, he commits breach of contract. The breach generally gives the Buyers right to cancel the Order, besides claim for damages. The time of delivery can, however, be extended with the consent of both the parties and on such terms as agreed to by them.

2.59. For further details on Risk Purchase, you may refer Purchase Manual by accessing BEML website www.bemlindia.in.

2.60. The suppliers will be responsible for the material to reach destination intact and transit insurance shall be arranged by them only (applicable for FOR Delivery). Delivery indicated in the tender enquiry is to be adhered to. In case of late deliveries BEML reserves the right to return the material to vendor. Late supplies may be accepted by BEML if required for production by imposing LD clause.

2.61. Wherever painting is applicable, the surface shall be duly prepared and painted as per drawing requirements.

2.62. Suitable identification marks to be provided on all components for part number, vendor code, batch no., wherever applicable.

2.63. BEML reserves the right to inspect vendor's facilities/components under manufacturing, for verification of process and manufacturing capabilities by BEML's customer/BEML Representative / Representative of agencies appointed by BEML. **Packing to be in such a way that it should avoid transit/storage/handling damage.**

2.64. Refer BEML Purchase Manual (can be accessed in BEML website www.bemlindia.in) for Important terms and conditions of tender and General Terms & conditions applicable to contracts & purchase orders refer General Terms & Conditions.

2.65. PACKING AND DISPATCH

The supplier shall package the deliveries safely and carefully and pack them suitably in all respects considering the peculiarity of the material for normal safe transport by Sea / Air / Rail / Road to its destination suitably protected against loss, damage, corrosion in transit and the effect of tropical salt laden atmosphere. The packages shall be provided with fixtures / hooks and sling marks as may be required for easy and safe handling by mechanical means.

The packing, shipping, storage and processing of the delivery must comply with the prevailing legislation and regulations concerning safety, the environment and working conditions. Items packed with raw / solid wood packing material shall be treated as per ISPM – 15 (fumigation) and accompanied by Phytosanitary / Fumigation certificate. If safety information sheets exist for a delivery or the packaging, the Supplier must always supply these sheets direct (at the same time). **The Supplier shall inform the Purchaser one month in advance of likely shipment date/s, the no. of packages, Gross weight & Net weight, Dimensions (LxBxH) of each of the packages. Each such package must be marked with Consignee name, P.O. Number, Package No., Gross weight & Net**

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weight, dimensions (LxBxH) and Supplier's name. The packing shall allow for easy removal and checking of goods on receipt and comply with carrier's conditions of packing or established trade practices. Packing list of goods inside each package with PO item no., & Quantity must also be fixed securely outside the box o indicate the contents. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols / instructions. Hazardous material shall be notified such and their packing, transportation and other protection must conform to relevant regulations.

2.66. APPROPRIATION: BEML Ltd., shall be entitled to recover by appropriating in part or full any sum of money payable by the contractor under this contract or any other contract including contracts with other divisions of BEML. Shall the sum of amount recovered is not sufficient to cover the total amount due, BEML is entitled to recover such amount from the bills that becomes due or the contractor shall pay BEML the balance due.

2.67.APPLICABLE LAWS AND JURISDICTION OF COURTS: 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.

2.68.INTELLECTUAL PROPERTY RIGHTS; LICENSES: If any Patent design, trademark or any other intellectual property rights apply to the delivery or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of anon-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Supplier and by its employees or third parties involved by the Supplier for performance of the agreement belong to Purchaser. The Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. The Supplier guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties.

2.69.BRIBES AND GIFTS: Any bribe, commissions, 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 on 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 Ltd., shall in addition to any criminal liability which the supplier, may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, as is provided in case of cancellation under clause – 2.39 hereof. Any question or dispute as o the commissions 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.

2.70. 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. However,

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jurisdiction of any other court may be accepted by mutual discussion and agreement by and between BEML and the Supplier.

2.71.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 or any other place mutually decided by and between BEML and the supplier 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.

2.72.FORCE MAJEURE CLAUSE: Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser 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 Purchaser 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 Purchaser 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 Supplier along with supporting evidence and so granted by the Purchaser for the supply / work affected, if any, shall not be construed as waiver in respect of remaining deliveries.

Notwithstanding above provisions, Purchaser 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.

2.73.DRAWINGS AND DOCUMENTS: Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties. The supplier shall, as per agreed date/s but not later than the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the submitting party.

2.74.NON DISCLOSURE AND INFORMATION OBLIGATIONS:

The supplier shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser. The Supplier shall not reveal confidential information to its own employees not involved with the tender / Contract & its execution and delivery or to third

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parties. The supplier shall not be entitled to use the Purchaser’s name in advertisements and other commercial publications without prior written permission from Purchaser. The successful bidder should enter into non-disclosure agreement after qualification of tender & issue of PO.

2.75.AGENTS / AGENCY COMMISSION : The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor / stockiest of original manufacturer or Govt. Sponsored / Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS) of the stores referred to in this offer / contract / Purchase order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the contract / purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual / firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract / purchase order, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFQ / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the Buyer in terms of the Contract / Purchase order along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier with Buyer.

2.76.FALL CLAUSE:

- i. 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 PO.
- ii. If at any time, during the said period, the supplier reduces the sale price of such stores or sells such stores to any other BEML Office / Division at a price lower than the price chargeable under this P.O and the price payable under this PO for the stores supplied after the date of coming into force of such reduction shall stand correspondingly reduced.

2.77. NON-WAIVER OF DEFAULTS: If any individual provision of the Contract is invalid the other provisions shall not be affected. The failure of BEML to insist upon performance of the Contract to enforce any of the terms and conditions of this Contract or to exercise any right or privilege granted to BEML under this Contract or under law shall not be construed as a waiver and the same shall continue in full force and effect.

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2.78.ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING: The supplier is not permitted to sub-contract the delivery or any part thereof to third parties or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from Purchaser. Any permission or approval given by the Purchaser shall, however, not absolve the supplier of the responsibility of his obligations under the contract.

2.79.INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:

Commitment by Purchaser:

Purchaser commits to take all necessary steps to prevent corruption in connection with the execution of the Contract.

Commitment by the Contractor:

The Contractor (s) commit (s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision for the benefit for which he is not legally entitled.

The contractor (s) will not commit any offence under the relevant Acts. The Contractor(s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or documents provided by Purchaser as part of business relationship.

The Contractor (s) will not enter with other Bidder(s) / Contractor(s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Contractor (s), before award or during execution of the Contract commit (s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, Purchaser is entitled to disqualify the contractor (s) from the tender process or terminate the contract and / or take suitable actions as deemed fit.

2.80.SECRECY:

a) All the information, know-how, technical data, specification and drawing models or specimens furnished by BEML for the purpose of or in connection with the manufacture and supply of the stores hereby tendered constitute the property of BEML and the supplier shall keep them in strict confidence and he shall not divulge the same to anyone else except under the authority and for the purpose of BEML. All such documents, data, drawing, models and specimens are the property of BEML and shall be returned when done with or when demanded by BEML.

b) The supplier shall not supply the material ordered by BEML to anyone else other than BEML and shall not disclose any initiations, development or adaptations thereof to anyone else except with the written consent of BEML.

c) BEML shall be entitled to prevent a breach of the above and to damages in case of breach. In case of non-performance in the PO, BEML will take procurement action at your risks and cost apart from levying liquidated damages.

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2.81.INSTRUCTION FOR SUBMISSION INTEGRITY PACT (For value > Rs. 1 Crore)

1. The bidder / contractor should submit duly signed Integrity Pact (if the tender value is more than Rs.1.00 crore) as Pre-Qualification documents in single sealed envelope. The sealed envelope containing pre-qualification documents shall be duly super scribed at the top of the envelope with "Pre-Qualification Bid to Tender Ref: _____ (Bid invitation number) due on _____ (Tender closing date)for " _____ " (Description of service). The name and address of the tenderer shall be written on the left hand bottom corner of the envelope. The bidder should submit Pre-Qualification Bid through manual mode to the following address before tender closing date & time.

N.Sridhar

Sr.Manager – Sub contracts

BEML Ltd, Palakkad complex

KINFRA Park, Menon Para road,

Kanjikode East – 678621

Fax – 0491 – 2567488, Tel – 0491 - 2565123

(Also Copy of Integrity pact to be uploaded along with bid.)

2.The bidder has to execute and submit 'Integrity Pact' on plain paper for all tenders of value Rs 1 Crore and above as per prescribed format to this tender document. This integrity pact is a preliminary qualification in entering in to any contract with BEML Limited. For the successful bidder, the integrity pact will remain valid up to 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Offers without Integrity Pact duly signed will be disqualified (Pls refer our Purchase Manual page no 247 (Annexure-J) available in our website :<https://www.bemlindia.in>). The bidder should put their authorized signature in the Integrity pact as a Contractor / bidder with their company seal along with witness's signature, name & address.

3. Central Vigilance Commission has appointed ----- as Independent External Monitor (IEM) to oversee the implementation of the Integrity Pact.

The Central Vigilance Commission (CVC) has appointed Shri E K Bharat Bhushan , IAS (Retd)& Shri Akhilesh Kumar, CES(Retd)as Independent External Monitor (IEM) to oversee the implementation of the Integrity Pact.

Address of IEM is as below:-

1. Shri Akhilesh Kumar, CES(Retd)1042, B-1, Vasant Kunj (Near Fortis Hospita)
New-Delhi - 110070
Mobile no.09811420440, Email : er.akhilesh@yahoo.co.in

2. Shri E K Bharat Bhushan , IAS (Retd)
Flat no 5151, Sobha City,
Puzhukkal, Thrissur
Kerala – 680553.Mobile no. 9400797777
Email ID : bbhushan55@gmail.com

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2.82. GST TERMS & CONDITIONS

1. The Supplier is required to comply with all the applicable provisions of the GST Laws/Rules/Notifications/Circulars and to furnish required documents/details within the prescribed time limit to enable BEML to claim the benefits of GST Input Tax Credit or any other benefit.
2. The Supplier is required to furnish proper Invoice/Supplementary Invoice/Debit Note/Credit Note in the form and manner prescribed under GST Laws/Rules/Notifications/Circulars containing all the particulars mentioned therein and within the prescribed time limit as per prevailing GST Laws/Rules/Notifications/Circulars. In case of non-compliance by the Supplier, BEML shall not make any payment towards GST against such invoice until it is complied with within the timeline prescribed under GST Laws/Rules/Notifications/Circulars, and also subject to BEML being in a position to avail GST Input Tax Credit as per applicable GST Laws/Rules/Notifications/Circulars.
3. In case of discrepancy in the data uploaded by the Supplier in the GSTN portal or in case of any shortages or rejection in the supply, BEML will notify the Supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue Credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the prescribed time limit to enable BEML to avail GST Input Tax Credit.
4. In case, the availment of GST Input Tax Credit by BEML is delayed for any reason other than those attributable to BEML, interest at applicable rate as prescribed under GST Laws/Rules/Notifications/Circulars for such delays shall be recovered from the Supplier.
5. In case Supplier delays declaring such invoice in his GST Return and GST Input Tax Credit availed by BEML is denied or reversed subsequently as per GST Laws/Rules/Notifications/Circulars, GST amount paid by BEML towards such reversal as per GST Laws/Rules/Notifications/Circulars shall be recoverable from Supplier along with applicable interest.
6. If BEML has not paid/short paid to the Supplier for any invoices within the time limit prescribed under GST Laws/Rules/Notifications/Circulars due to non-compliance of GST Laws/Rules/Notifications/Circulars by Supplier or any other reason attributable to Supplier and leads to any GST Input Tax Credit reversal by BEML, any losses/expenses/cost/penalty, etc incurred by BEML shall be recoverable from the Supplier.
7. Wherever applicable, BEML will have the right to deduct “Tax Deducted at Source” at the rate prescribed under the GST Laws/Rules/Notifications/Circulars and to remit the same to the Government.
8. In case of supplies made under Reverse Charge Mechanism, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of

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Goods/Services and raising of invoice, so as to enable BEML to remit applicable GST to Govt., within the prescribed time limit and avail GST Input Tax Credit on the same. If the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier. Further the Supplier has to mention that “the liability of payment of GST amounting to Rs is on the Recipient of Service” in the invoice raised on BEML.

9. The Supplier is required to comply with the E-Way Bill Provisions under GST Laws/Rules/Notifications/Circulars. If the Supplier fails to comply with the said provisions and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier.
10. In case of materials/goods issued to Supplier for Job Work, the Job Work Supplier is required to return the goods within the time limit prescribed in the Purchase Order. If the Job Work Supplier fails to return the goods as above, BEML will be entitled to raise a GST Supply Invoice on the Job Worker Supplier with applicable interest as per the provisions of GST Laws/Rules/Notifications/Circulars. In such cases, BEML will be entitled to recover all such GST/interest on GST /losses/expenses/cost/penalty, etc. incurred by BEML along with interest from the Job Work Supplier. Further in such cases where the GST invoice has been raised by BEML, on return of such goods after the prescribed time limit, the Job Work Supplier needs to return the same under GST invoice.
11. GST portion of the invoice shall be released only upon the Supplier declaring such invoice in his GST Return and payment of GST thereof to appropriate government and satisfying all the conditions mentioned above. However, in case the Supplier wishes to obtain the payment of GST portion also along with the payment of the base value of the invoice, Supplier has the option to submit Bank Guarantee of an amount equivalent to the GST portion of the invoice plus 3 months’ interest at prevailing rate of interest under GST Laws/Rules/Notifications/Circulars as applicable in case of reversal of GST Input Tax Credit. Such Bank Guarantee shall be valid till 30th September of the next financial year or filing of GST Annual Return by Supplier/Vendor (for which such invoice pertains to), whichever is earlier. BEML will release Bank Guarantee only when the Supplier declaring such invoice in his GST Return and remittance of GST thereon to the Govt. In case the Supplier fails to fulfill the required conditions resulting in BEML not been able to avail GST Input Tax Credit Bank Guarantee shall be encashed and such GST amount along with interest and any other cost/loss incurred by BEML shall be recoverable from Supplier.
12. The Supplier have the option to give one Bank Guarantee of appropriate value after considering his estimated value of GST involved in invoices raised on BEML instead of Bank Guarantee for each Contract/Invoice. In case of payment through LC, suitable provisions/clause will be inserted while opening LC to ensure compliances of above conditions. However, if at any point of time value of such Bank Guarantee falls short of GST plus interest thereof, Supplier will have to either furnish Bank Guarantee for Differential value or such shortfall value of Bank Guarantee vis-à-vis GST plus interest thereof shall be withheld till Suppliers fulfils its obligations specified under above clauses.

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13. BEML will be entitled to recover all losses/expenses/cost/penalty, etc. incurred by BEML along with applicable interest from the Supplier due to reasons other than those attributable to BEML.

14. If the Supplier is a Composition/Unregistered Dealer, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Service and raising of invoice. In case, the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier along with applicable interest.

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SPECIAL TERMS AND CONDITIONS FOR SUB CONTRACT

1. Materials will be supplied and collected by BEML (Ex Works/vendor address only).
2. Supplier has to manufacture the item as per BEML drawing/scope.
3. The quotation should be after taking value of scrap generated into consideration.
4. All dimensions are critical and important.
5. Supplier has to fabricate / mill / turn / mould / weld / bend / drill / tapp / grind,Etc .as per BEML drawing/scope.
6. In case of the delivered supply being rejected, the same should be replaced on Free of cost.
7. First article approval to be sought from BEML before bulk supply.
8. Re-works if any should be attended on free of cost.
9. Finished parts should be neatly packed and supplied.
10. Kindly acknowledge acceptance of order in return post / e-mail / fax.
11. Please send copies of delivery challens to concerned department without fail.
- 12. Delivery period: The material supplied should be processed & returned to BEML within 60 days from the date of receipt of material.**
13. Inspection: The items would be subjected to 100% inspection. Inspection will be done by our source inspection team (corporate quality) before onward dispatch to BEML works.
14. Calibration clause: The gauges and instruments used for measurement/tests must be calibrated by any of the approved agencies or by any of the divisions of BEML.
15. Vendor code number to be punched on all parts
16. All components are to be supplied in suitable packed/unpacked condition.
17. Tooling: Firm has to make their own arrangement for fixtures, gauges and all measuring instruments. BEML will not give any tooling assistance or developmental charges.
18. Liquidated damages : Liquidated damages and not by way of penalties will be recovered for delayed supplies @0.5% of the price of any stores not delivered per week or part there ofsubject to maximum of 5% of the value of the delayed portion of the Purchase Order. GST at applicable rates shall be charged extra on the Liquidated damages recovered.
19. Dimensional report to be supplied at the time of delivery.
20. Prior approval has to be taken from BEML for items with deviations.

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21. Supplier should inform BEML to take necessary action while / after executing the Order in case of any non-conformity found in the product notified.

22. Supplier should establish and maintain records to provide evidence of conformity to the requirements and the same should be made available to BEML / Our Customers and regulatory Authorities. In addition, regulatory authorities shall have the authority to visit and verify at the supplier / organization premises as and when required.

23. Supplier furnish process details and other applicable record including sub-tier supplier information wherever applicable.

24. Please furnish a letter of commitment for safety, health and period of five years.

25.The information regarding suspect non-cofirmity / non-confirming product / item dispatched,if any shall be informed in writing to the company within 24 hours of identification / observation/ realization of the said non-conformity / non-confirming product / item without fail.

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Commercial Terms & Conditions:

1.Earnest Money Deposit (EMD):EMD Amount is Rs. 56,00,000/-.

- a. Earnest Money Deposit of Rs. 56,00,000/- (Rupees Fifty Six Lacs only) to be submitted through online by clicking this link <https://www.onlinesbi.com/sbicollect/> and accept terms & conditions and proceed.
- b. After selecting proceed, select "All India" in State of Corporation / Institution tab and select "PSU - Public Sector Undertaking" in Type of Corporation / Institution tab, then submit "Go" tab.
- c. Then select "BEML LIMITED PALAKKAD" in PSU - Public Sector Undertaking Name tab and submit. After submitting it will ask the relevant details for making online payment of EMD.
- d. The firms who have remitted EMD digitally shall indicate the remittance details along with the technical bid.**
- e. The payment of the EMD should be on-line before the tender closing date of this enquiry **08/08/2020;14.00 HRS.**

- EMD will be refunded within 30 days from the date of opening of technical quotes in case order is not placed on the party/supplier. If purchase order is placed, this EMD will be retained and adjusted against the security deposit.
- Interest is NOT payable on the EMD.
- **Bids not accompanied by EMD or non-submission of required documents for exemption from EMD shall not be considered at all.**

2. Exemption from EMD:

A. Micro and Small Units specified by Ministry of Micro, Small and Medium Enterprises are exempted from payment of EMD, subject to:

- i. Valid Registration certificate.
 - ii. Valid UdyogAdhar Card
 - iii. Micro and Small Enterprises registered with District Industries Center or any other body specified by Ministry of Micro, Small and Medium Enterprises are exempted from making payment of EMD.
- B. In case Vendor is registered as MSE copy of valid registration certificate with any of the authorities mentioned above shall be uploaded. The MSE Certificate Should clearly indicate:
- i. The Item of manufacture/service for which, the Unit is registered with MSE,
 - ii. Location/address of the Unit for which the MSE certificate is issued

3. Forfeiture of EMD

The EMD is liable to be forfeited or parties who have opted for exemption from submitting the EMD, shall be barred for a period of at least one year from due date of this tender from taking part in any tender floated by BEML in future, in the event of:

- a. Withdrawal/modification of offer during the validity period of 90 days from the due date/extended due date if any, of the tender.
- b. Any unilateral revision in the offer made by the tenderer during the validity of the offer.
- c. Non-payment of Security Deposit, against LOAs / POs within the stipulated period of 60 days from date of placement of LOAs / POs, whichever is earlier.
- d. Non acceptance of LOA/Orders.

4. Performance Bank Guarantee inclusive of Security Deposit

- i. Successful vendor has to submit a DD or bank guarantee, from any scheduled bank for 10% of the total order value.

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ii. The bank guarantee should be valid for sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

iii. BG should be submitted, within sixty days from the date of Purchase Order or the delivery schedule, whichever is earlier. Bank Guarantee should be from any of the scheduled Commercial Banks authorized by RBI.

iv. Security Deposit shall be liable to be forfeited wholly or in part in case the successful tenderer fails to comply with any of their contractual obligations.

v. Security deposit shall not entail any interest payment on refund.

5. PAYMENT TERMS

Term of payment is 100% payment on 30th day for MSEs and for others on 60th day from the date of receipt of material at BEML stores subject to inspection and acceptance of materials

6. Risk Purchase:

In case successful tenderers fail to perform the job due to any reason, BEML reserves the right to get the job done from alternative sources at the risk, responsibility and cost of successful tenders. Differential cost if any will be recovered from successful tenderer's pending bills, Security Deposit / EMD etc. Any loss damages arising out of the contract may be recovered from contractor's running bills of the contract or running bills of any other of his contract with all divisions of BEML Ltd.

7. Taxes & Duties:

• Tenderer should quote their rates in the online price bid only. **Offers with rates quoted in Un-price bid, Covering letter or any other place will be rejected.**

• Prices shall be quoted in INR currency only.

• The contract is a Sub-Contract (Job Work) and therefore TDS is applicable

• If revisions in taxes/ duties are effected by government authorities after the due date of tender, the same will be reimbursed to the tenderer on submission of relevant notification and Documents/Invoices/Receipts provided the same is payable by BEML.

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Annexure-1

(To be prepared in the bidder's letter head and duly signed format to be uploaded on SRM platform.)

Declaration regarding providing correct information and undertaking in case it is found incorrect or false

DECLARATION – 1

Tender No. : 6300033486

Subject : "Development & Supply of Equipped Cabins (RHD) for BEML High Mobility Vehicle 8x8"

We hereby declare that the entire information furnished/ given to you in our bid and attachments are true to the best of our knowledge and belief and nothing therein is false.

We further undertake, that if it is found during the tender stage (before accepting our bid/ placement of Purchase Order by BEML) that any information or document furnished/ submitted by us is false or incorrect, then we agree that BEML shall be free to reject our tender/ bid. If the same is found to be false or incorrect during any stage after accepting of our bid/ placement of Purchase Order, then BEML shall have the right to summarily cancel our tender and procure the balance quantity from any alternate source. BEML shall have the right to recover the differential amount between the rates of our contract and the rates at which BEML is compelled to procure from the alternate source, if the latter rate is higher.

To this effect, the recovery can be made by BEML by encashing any bank guarantee that we may have submitted or from any pending bills or EMD/SD under this contract or any other contract with BEML.

Date: _____ Place: _____

Name:

Designation:

Seal:

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Annexure 2

(To be prepared in the bidder's letter head and duly signed format to be uploaded on SRM platform.)

DECLARATION II

Tender No. : 6300033486

Subject : "Development& Supply of Equipped Cabins (RHD) for BEML High Mobility Vehicle 8x8"

I/We _____ hereby declare/clarify that we have not been banned or delisted by any Government or quasi Government Agencies or Public Sector Undertakings.

Stamp & Signature of the bidder

Note: If a bidder has been banned by any Government or Quasi Government Agencies or PSUs, this fact must be clearly stated with details. If this declaration is not given along with the UNPRICED Bid, the tender will be rejected as non-responsive.

Stamp & Signature of the bidder

Bid No.6300033486	BEML LTD	Pg No.39 of 45
	"Development & Supply of Equipped Cabins (RHD) for BEML High Mobility Vehicle 8x8"	

Annexure 3

ACCEPTANCE OF THE PROCUREMENT TECHNICAL SPECIFICATION

(To be prepared in the bidder's letter head and duly signed format to be uploaded on SRM platform.)

Tender No. : 6300033486

- 1) As a bidder, I/We have read and understood the Procurement technical Specification (PTS Document ref No.Doc no: BEML / GA/R&D DEFENCE / ToT-CAB / 003, Dt: 28.05.2020. Rev.No.01) and the terms and conditions mentioned in the PTS before submitting my/our tender for this work.
- 2) As a bidder, I/We agree to abide to the Procurement technical Specification (PTS Document ref No.Doc no: BEML / GA/R&D DEFENCE / ToT-CAB / 003, Dt: 28.05.2020. Rev.No.01) and the terms and conditions mentioned in the PTS unconditionally.

Authorized Signature of the bidder:

Firm/Bidder Name:

Place:

Date:

Company seal:

Bid No.6300033486	BEML LTD	Pg No.40 of45
	"Development & Supply of Equipped Cabins (RHD) for BEML High Mobility Vehicle 8x8"	

Annexure 4

ACCEPTANCE OF THE ACCEPTANCE TEST PLAN

(To be prepared in the bidder's letter head and duly signed format to be uploaded on SRM platform.)

Tender No. : 6300033486

- 1) As a bidder, I/We have read and understood the Acceptance test plan (ATP Document ref Doc. No. BEML/GA/R&D Defense/ToT-CAB/ATP/004 Dt: 28.05.2020) and the terms and conditions mentioned in the ATP before submitting my/our tender for this work.
- 2) As a bidder, I/We agree to abide to the Acceptance test plan (ATP Document ref Doc. No. BEML/GA/R&D Defense/ToT-CAB/ATP/004 Dt: 28.05.2020) and the terms and conditions mentioned in the ATP unconditionally.

Authorized Signature of the bidder:

Firm/Bidder Name:

Place:

Date:

Company seal:

Bid No.6300033486	BEML LTD	Pg No.41 of 45
	"Development & Supply of Equipped Cabins (RHD) for BEML High Mobility Vehicle 8x8"	

Annexure 5

ACCEPTANCE OF THE TECHNICAL COMPLIANCE MATRIX

(To be prepared in the bidder's letter head and duly signed format to be uploaded on SRM platform.)

Tender No. : 6300033486

1. As a bidder, I/We have read and understood the Technical Compliance Matrix and the terms and conditions mentioned in it before submitting my/our tender for this work.
2. As a bidder, I/We agree to abide to the Technical Compliance Matrix and the terms and conditions mentioned in it unconditionally.
3. I/We have filled, signed and indicated our confirmation to the points of technical compliance matrix & the same is uploaded in SRM Portal.

Authorized Signature of the bidder:

Firm/Bidder Name:

Place:

Date:

Company seal:

Bid No.6300033486	BEML LTD	Pg No.42 of 45
	"Development & Supply of Equipped Cabins (RHD) for BEML High Mobility Vehicle 8x8"	

(To be prepared in the bidder's letter head and duly signed format to be uploaded on SRM platform.)

Annexure 6

TENDERER'S DETAILS: (PLEASE FILL WHEREVER APPLICABLE)

Tender No: 6300033486															
1	Name of the firm of Tenderer:		M/s.												
2	Registered Office Address:														
3	Address for Correspondence:														
4	Contact Details:		Name & Phone		Fax:										
5	Email:				Mobile:										
6	Status of the Tenderer: (please tick one)		<input type="radio"/> Individual <input type="radio"/> Partnership <input type="radio"/> Co-operative Society <input type="radio"/> Proprietor <input type="radio"/> Limited Company <input type="radio"/> Other (Pl. specify)												
7	Registration NO:		Year of Establishment:												
8	Permanent Account No: (PAN issued by Income Tax Dept.)		<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>												
9	Name and Address of Proprietor /Partners/ Directors														
10	SL No	Name	Designation	Address for Correspondence											
11															
12															
13															
14	Name of authorized Signatory														
15	Category: a. (please tick one)		* General	*MSE	* Scheduled Caste										
16	Whether tenderer is existing vendor of BEML.														
17	We confirm that rates offered by us shall remain valid for acceptance by you up to 90 days from the due date of tender.														

Signature _____
 Name of Person signing _____
 Tenderer's Name & Address with seal

Bid No.6300033486	BEML LTD	Pg No.43 of 45
	"Development & Supply of Equipped Cabins (RHD) for BEML High Mobility Vehicle 8x8"	

(To be prepared in the bidder's letter head and duly signed format to be uploaded on SRM platform.)

Annexure - 7

Confirmation Of Acceptance of Terms and Conditions	
Note:	
1	This table must be filled in against all serial nos. and uploaded with the Techno Commercial Bid. Non submission or submission of incomplete information may lead to rejection of the tender.
2	In case of any contradictions, the responses provided in this table shall prevail.

SI No.	Description	Bidders Remarks
1	Confirm that you have not been black listed, banned or delisted by any Government or Quasi Government agencies or PSUs. Please upload the declaration as per the specimen given in the tender	
2	Pre-Qualification Criteria : a. Financial Turn Over should be minimum Rs.20 Crores. b. Submission of EMD Amount. c. Submission of Solvency Certificate. d. Submission of all documents for vendor technical pre-qualification Criteria. e. Submission of Integrity Pact	
3	Technical: a. Confirm acceptance to supply as per the Procurement Technical Specification given in the tender. b. Confirm acceptance to Acceptance test Plan given in the tender. c. Confirm filling and submission of Technical compliance matrix.	
4	Firm Prices: Confirm quoted prices will remain FIRM and Fixed till complete execution of order	
5	Validity: Confirm your offer is valid for 90 days from due date/ extended due dates for placement of order.	
6	Payment Terms: Confirm acceptance of payment terms as specified in the tender	
7	Delivery Period: Confirm Acceptance of Delivery Period as specified in the tender	
8	Terms and Conditions: Confirm acceptance of Instructions to Bidders, Special Terms and Conditions of sub-contract, General Terms and Conditions as given in this tender.	
9	Indicate whether registered under MSME. If registered, please upload the certificate. MSME Registration Certificate/Udyog Addhar Card is valid up to date	
10	Offers not accompanied by this Agreed Terms & Conditions are liable for rejection without recourse to the Bidder.	
11	All Correspondence should be in English Only	

Signature _____
Name of Person signing _____
Tenderer's Name & Address with seal

Bid No.6300033486	BEML LTD	Pg No.44 of 45
	"Development & Supply of Equipped Cabins (RHD) for BEML High Mobility Vehicle 8x8"	

Annexure 8

(To be prepared in the bidder's letter head and duly signed format to be uploaded on SRM platform.)

Declaration regarding PAN Number& GST Details:

I/We hereby declare that my/our PAN No. is _____ and is falling under the jurisdiction of Commissioner of Income Tax _____.

It is hereby declared that the said PAN No. is correctly stated.

I/We hereby declare that my/our GST No. is _____

It is hereby declared that the said GST No. is correctly stated.

Name of Bidder _____

Signature & Seal of Bidder _____

Bid No.6300033486	BEML LTD	Pg No.45 of45
	"Development & Supply of Equipped Cabins (RHD) for BEML High Mobility Vehicle 8x8"	

Annexure-9

(To be prepared in the bidder's letter head and duly signed format to be uploaded on SRM platform.)

Pre Qualification Criteria Summary

Financial Turnover

	2016-17 / 2017-18	2017-18 / 2018-19	2018-19 / 2019-20
Annual Turnover			
(Rs cr)			
Document ref no			