 Tel: 0821-2400281

0821-2400441

E mail jtm-np-mysmktg@ beml.co.in

BEML LIMITED

( A Government of India Undertaking by Ministry of Defence )

TENDER ENQUIRY

( NOT TRANSFERABLE )

Dear Sir,

Please submit your lowest offer for the following items on or before the due date and time required for Marketing Division, M/s BEML Limited, Mysore.

|  |  |  |
| --- | --- | --- |
| SL NO. | **Part No. DESCRIPTION** | **QTY /Kgs** |
| 01 | **JTM0103995131 PLASTIC COVER 150mm X 130mm X 300-Gauge** | **15** |
| 02 | **JTM0103995132 PLASTIC COVER 200mm X 150mm X 300-Gauge** | **50** |
| 03 | **JTM0103995133 PLASTIC COVER 300mm X 200mm X 300-Gauge** | **100** |
| 04 | **JTM0103995134 PLASTIC COVER 400mm X 250mm X 300-Gauge** | **100** |
| 05 | **JTM0103995135 PLASTIC COVER 450mm X 350mm X 300-Gauge** | **100** |
| 06 | **JTM0103995136 PLASTIC COVER 500mm X 350mm X 300-Gauge** | **25** |
| 07 | **JTM0103995137 PLASTIC COVER 500mm X 450mm X 300-Gauge** | **125** |
|  | ***TECHNICAL SPECIFICATION:***  **Plastic cover : Low Density Transparent Plastic Bags**  **Thickness : 300 Gauge ( 75 Microns )**  **One side of the cover should be plain.**  **Other side : other side of the plastic cover should be printed with BEML LOGO**  **50 years Symbol at centre and rest of the side with “BEML GENUINE SPARES”**  **wording printed at an angle of 45 degree all over the page**  **The cover of printing should be dark brown.**  **If required sample plastic cover will be provided.**  **Before starting the production the vendor should get sample approved from our AGM-Parts, BEML LIMITED, Marketing Division (Stores) Belavadi Post, Mysore 18** |  |

**TERMS AND CONDITIONS : Referred below forms part of this Enquiry**

1. The Suppliers are requested to submit their quotations through E Tendering only within the closing date/time.
2. The tenderers are requested to quote the price per unit only, failing which, the offers are liable for rejection.
3. Postal Quotations will not be accepted under any circumstances. Kindly co-operate.
4. PRICES:

A] The price quoted should be for Free Delivery to our spare parts stores, Marketing Division Mysore. The quotation shall be FOR BEML For evaluation the FOR PRICE only will be adopted based on duties/taxes ruling at the time of finalization of tender. However, statutory levies such as GST Shall be payable as per tariff ruling at the time of dispatch of the goods [ For material delivered as per Delivery Schedule in the Purchase Order]. In case of delayed supplies the taxes will be paid only as per the agreed PO terms. In the event of placement of order, the price quoted should be held firm till the completion of the order.

B] There will be ”NO PRICE NEGOTIATIONS” if the competition is adequate, offers are technically acceptable and quoted prices are considered reasonable. Hence, please quote your non-negotiable and lowest prices. Canvassing by suppliers in any form including unsolicited letters on tenders or post tender corrections shall render their tenders liable for summary rejection.

1. VALIDITY OF THE QUOTATION ; THE QUOTATION SHOULD BE VALID FOR 90 DAYS FROM THE DATE OF THE QUOTATION.
2. ACCEPTANCE OF TENDER in case of the offer is acceptable, we reserve the right to order FULL/PARTICAL quantity of the items tendered. The tenderers should agree to supply whatever quantities offered by BEML in the event of placement of order and the tenderers have no rights to insist for the tendered quantities.
3. BEML reserves the right to avail the price offered for the full quantity of the tender or part thereof of ignore the offer completely without assigning any reason whatsoever.
4. DELIVERY SCHEDULE ; You are requested to indicate against each item the Delivery Schedule, and in case we require the items urgently. This will be discussed before placement of order and accordingly the supplies are to be effected in the event of delayed deliveries LD will be charged as per details indicated below. Hence, please indicate the required lead time for supply and your delivery schedule clearly.
5. LD CLAUSE : Liquidated Damages and not by way of penalties will be recovered for the delayed supplies at ½ % of the price of any stores not delivered per week or part thereof , subject 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.**
6. .TERMS OF PAYMENT : In the event of placement of order, our payment terms shall be open account 100% payment shall be arranged on 60th day of receipt subject to acceptance of the material be BEML.

In case of advance payment, bidder should agree to provide a bank guarantee for 110% of the PO value in case the PO is given in his favour . The same should be stated clearly while submitting the bid itself.

Bids with payment terms as advance and not agreeing to provide bank guarantee will not be considered for further processing and rejected straight away.

1. OUR STANDARD WARRANTY CLAUSE : Materials supplied against this order shall be new and free from any manufacturing defects. Material should be guaranteed for a minimum period of 12 months from the date of commissioning and defects if any arising out of faulty

materials, design or workmanship shall be replaced/rectified by you FREE OF COST ON FOR BASIS.

1. SECRECY:

A] All the information, know how, technical date specification and drawing models or specimens furnished by BEML for the purpose of or in connection with the manufacture and supply of these 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 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 breach of the above and to damages in case of breach.

D] Purchase Order or copy of the same in full or part thereof shall not be produced to anyone else other than to statutory authorities,

1. Risk Purchase Clause: BEML at their option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated or if the same were not available, the best and the nearest available substitute therefore. The supplier shall be liable for any loss which the purchaser may sustain by reason of such risk Purchases.
2. Manufacturing Details: In all your consignments ( Each Box ) No. & Month & Year of Manufacturing should be indicated.
3. PLEASE SUBMIT ANTI PROFITEERING CERTIFICATE UNDER CLAUSE 171 OF GSTACT 2017.
4. Digital Signature : Please note that as per the directives from Ministry of Defence, Clause 3

Digital signature is mandatory for submission of bid on our e-procurement system. Please obtain class 3 digital signature from Authorized service provider. If you are getting a new class 3 digital signature token or arranging renewal of the existing digital signature. It is advisable to get the same at least two days before the due date of the tender.

For all queries with regard to e-tendering, please contact our team at our Corporate Office

Contact Person - Mr. Krishna Mohan - AGM

Ms. Anitha - Sr Manager

PH 080-22963269 / 080 22963141

E mail - [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in)

NOTE : IF ANY OF THE ABOVE CLAUSES ARE NOT ACCEPTABLE, YOU MAY PLEASE SPECIFY CLEARLY WHICH IS NOT ACCEPTABLE /REQUIRE CHANGES.

Thanking you,

Regards

For BEML LIMITED

Asst. Gen. Manager- PURCHASE

ANNEXURE -A

SPECIAL CONDITIONS ARISING OUT OF IMPLEMENTATION OF GST

[ Which is to be signed and submitted along with the offer]

Tax Indemnity clause

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 time line 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 the 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 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 by Supplier or any other reason attributable to Supplier and leads to any GST inputs 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 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 Suppliers 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 supp0lier 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, B EML shall be entitled to recover the same from the supplier.
10. In case of materials/goods issued to Supplier for 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 three 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 30 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 Returns and remittance of GST thereon to Government. 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.
13. BEML will be entitled to recover all losses/expenses/cost/penalty etc incurred by BEML along with applicable interest from the Supp0lier 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/Services 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.

Place for M/s………………………………………..

Date signature.