**ANNEXURE**

**ADDITIONAL TERMS AND CONDITIONS**

**Bid No: 6300035635 Closing Date 19.03.2021@14:00 Hrs**

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| 1 | Quotations should be submitted online (E-mode) in BEML SRM platform in Two-Bid system as below:  1) Technical Bid  2) Commercial Bid  Note: Commercial bids of only technically acceptable firms will be opened and considered for further evaluation by BEML.  Please note that bidder should be having a valid Class-III Digital Signature Certificate issued by  authorized Certifying Authority to submit bid in our SRM e-Procurement system.  Interested bidders can contact BEML through e-mail: admin.srm@beml.co.into obtain the username & password for submitting the quotations. In case of any queries, you may contact BEML SRM Team on phone no. 080-22963269.  All Corrigenda, Addenda, Amendments, Clarifications etc if any to the NIT will be hosted on BEML SRM Platform only. Bidders should regularly visit BEML website to keep themselves updated. No separate advertisement shall be published in the News paper in this regard. |
| 2 | Reverse auction.  a. Firms to quote in two bid system i.e technical and commercial bid together.  b. BEML reserves the right to conduct reverse auction, if required.  c. If reverse auction is conducted then the start bid price for reverse auction shall be lesser than the quote in-commercial bid.  d. On completion of reverse auction, the commercial bid of technically acceptable vendors would be opened.  e. L1 firm would be arrived considering the lowest quote received in commercial bid in two bid system and the reverse auction. |
| 3 | Price should be firm during the pendency of the contract. Firm to submit Technical Bid and Commercial bid separately in SRM. (Firm to submit all technical related documents in technical bid. Submission of any commercial documents in technical bid is liable for rejection of the bid.) |
| 4 | Offer should be complete in all respects viz; price break ups with Basic price, Taxes applicable, delivery offered, etc, incomplete offers are liable for rejection. |
| 5 | All the vendors are requested to submit their offers without any conditions. |
| 6 | Biding firm has to submit quote for all the line items. The L-1 firm status will be arrived by considering all the items as a set. The firm to submit the quotation considering the same. |
| 7 | BEML reserves the right to order any part quantity of the tendered qty /distribute the requirement on more than one source at their lowest offer price. In case of ordering on multiple sources, BEML reserves the right to distribute the order on more than one source. In case of division of patronage, it will be on 60(L1):40(L2) if desired on two sources or it will be on 50(L1):30(L2):20(L3) if desired on three sources at L1 price. |
| 8 | Offer should clearly state validity for a period of 90 days from the date of opening of tender. |
| 9 | The work to be done inside BEML, Bangalore Complex premises with all safety measure for your employee by you. |
| 10 | ESI & PF contributions to the workers to be paid by the sub-contractors. Any mishap/accident shall be covered by the firm for their employees. |
| 11 | Income tax will be deducted as applicable. |
| 12 | GST is applicable as per Government norms. (@12% under SAC 998898) |
| 13 | House Keeping: The working area to be kept neat & clean and waste generated to be dumped in the area/bin kept for the same. |
| 14 | Failure to execute the work after placement of purchase order will incur risk purchase clause on pendency of the contract. |
| 15 | If a risk purchase penalty has been imposed on a firm against an earlier order by BEML than the bidding firm in such a case should agree to the adjustment of the risk purchase amount due against bills of the firm for other orders. If not agreed to, then the bid by such a firm against BEML enquiry will not be considered for processing further. |
| 16 | No tolerance shall be allowed on quantity to be supplied/service on placement of order on a given firm, hence the same to be considered while quoting. |
| 17 | The required material of BEML’s scope will be provided by BEML. |
| 18 | Payment will be made on 60th day from the date of acceptance from quality department & the mode would be E-payment. (For MSME firms, as per MSME Act-45 days) |
| 19 | Inspection: BY BEML Quality Dept. |
| 20 | The courts of the Karnataka state only shall have jurisdiction to deal with and decide any legal matter or dispute whatsoever arising out of this contract and should be in accordance with Arbitration and Conciliation Act 1996. |
| 21 | Delivery: Approx. 14 cars per month if all raw materials provided from user department. (within 1 days per no. scope of work to be completed) |
| 22 | Liquidated Damages: Delay in delivery will attract LD starting from 0.5% per week to the maximum of 5%. |
| 23 | Police verification certificate to be submitted at security office for the firm’s employee, executing work inside BEML premises. |
| 24 | Security deposit of Rs. 5000/- to be submitted valid for a year, on yearly basis. |