

BEML LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
KGF COMPLEX, EM DIVISION, BEML NAGAR POST
KGF: 563115

Bid Reference: 6300035708

Date: 18th March 2021

Bids are invited by the DGM (Defence Materials), EM Division, Defence Purchase, BEML Limited, BEML Nagar Post KGF- 563115 in “**Two Bid System**” from eligible firms through e-mode for supply of 350 Kits of TWMP Lift Cylinders Assembly Kit to part number 710MP02235

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BID NOTICE

Description	For supply of 350 Kits of TWMP Lift Cylinders to part number 710MP02235																			
Pre-Qualification Criteria	<p>Please note that receipt of Integrity Pact (IP), Non- Disclosure Agreement (NDA) & Non – Competition Agreement (NCA) as per the respective formats (enclosed) before the tender closing date and time are mandatory. The signed copies of the said documents with company seal are to be scanned and forwarded through email to the email id: dem@beml.co.in before tender closing time. Hard copies of the same are to be sent through courier to the following address</p> <p>DGM (Defence Purchase) EM Division, BEML Ltd KGF-563115 Kolar, Karnataka</p> <p>Non-receipt of the above documents before tender closing time and date (either in soft form or hard copies) will lead to summarily rejection of the bid</p>																			
Mode of Tendering	Public Tender through e-mode. Bids are to be submitted in Two-Bid system in BEML SRM e-procurement portal only																			
For clarifications	<table><tr><td>For Clarifications on</td><td>Contact Person</td><td>Contact Number</td><td>Email ID</td></tr><tr><td>Drawing & PTS</td><td>Manager R&D</td><td>08153-279197/279198</td><td>gawsm@beml.co.in</td></tr><tr><td>SRM related issues</td><td>AGM (SRM)</td><td>080-22963269 & 3141</td><td>admin.srm@beml.co.in</td></tr><tr><td>Tender documents</td><td>DGM (Defence Purchase)</td><td>08153 – 279317 & 9297</td><td>dem@beml.co.in</td></tr></table>	For Clarifications on	Contact Person	Contact Number	Email ID	Drawing & PTS	Manager R&D	08153-279197/279198	gawsm@beml.co.in	SRM related issues	AGM (SRM)	080-22963269 & 3141	admin.srm@beml.co.in	Tender documents	DGM (Defence Purchase)	08153 – 279317 & 9297	dem@beml.co.in			
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Last date & time for submission of Technical & Price Bids	01.04.2021, 14:00 Hrs																			
Date & time of opening of Technical Bid	01.04.2021, 14:00 Hrs																			
Date & time of opening of Price Bid	Price Bids of technically accepted bids will be opened later.																			
Nature of Tender documents	Two Bid system (Technical Bid & Price Bid)																			
FAX/E-mail Quotations will be summarily rejected.																				

Note:

Guidelines for submitting Technical bid:-

- 1) Technical bid should be submitted by the bidders as per **Annexure-I** of tender document.
- 2) Supporting documents / Catalogues to be attached along with Technical bid.

Price Bid and Terms and Conditions

- 1) The Bid shall be submitted in two-bid system through e-mode only in the BEML SRM platform as detailed below:
 - a. **Technical Bid:** Please ensure that the Technical Bid documents uploaded do not contain any price details. (Technical bid as per attached Annexure-I). The same is to be filled and uploaded.
 - b. **Price Bid:** Price Bid details and relevant terms are to be entered in Price Bid only.
- 2) **Division of Patronage:** Division of Patronage Basis will be on 60:40 over L-1 and L-2. L-1 evaluation will be on net landed cost basis. If L-2 firm declines to accept L-1's finalized rates & conditions, L-3 firm will be offered L-1's finalized rates & conditions. If L-3 firm also declines to accept L-1's finalized rates & conditions, L-4 firm will be offered L-1's finalized rates and conditions. If L-2, L-3 & L-4 firms decline to accept L-1's finalized rates & conditions, then entire tendered quantity will be ordered to L-1 firm.
- 3) **Delivery Schedule:** BEML requires monthly 45 Kits of vehicle fitting kit with deliveries starting from May 2021 onwards (As per the Division of patronage L1 should supply 60% qty i.e., 27 – 30 Kits and L2 should supply 40% qty i.e., 18- 20 Kits)
- 4) Both Technical Bid and Price Bid are to be submitted in the system before the tender Closing Date/Time. After evaluating the Technical bid, the Price bids of technically qualified firms only will be opened.
- 5) **Conditions for the Price bid:**
 - a. The firms are requested to offer their most competitive price.
 - b. Upward revision of quoted rates will not be allowed and prices shall be firm during the pendency of contract. Delivery terms shall be FOR, BEML, EM DIVISION, KGF
 - c. Validity of quotation: Quotes must be valid for a minimum of 90 days from the date of closing of bid
- 6) **BEML preferred Payment terms:** The payment will be made on the 60th day from the date of receipt and acceptance of material at BEML works. For MSME firms, Payment term is as per MSME Act i.e. 45 Days from the date of receipt and acceptance of material at BEML works
- 7) **The Integrity Pact:** Envisages an agreement between the prospective vendor/bidder and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Only those bidders who have entered into such an Integrity Pact with the buyer (BEML) shall be competent to participate in bidding with BEML wherever the value of each contract is Rs. 1 Crore and above. **This Pact is a preliminary qualification for entering into any contract with BEML for PO value of Rs. 1 Crore and above.**

The soft copy format of the INTEGRITY PACT is attached for your kind reference or the same can be downloaded directly from BEML website under url <http://www.bemlindia.com/integrity.php>.
- 8) **Non- Disclosure Agreement (NDA):** Envisages an agreement between the prospective vendor/bidder and the buyer committing the persons / officials of both the parties not to disclose on any aspect of the contract. Only those bidders who have entered into such a Non- Disclosure Agreement (NDA) with the buyer (BEML) shall be eligible to participate in bidding. **This is a preliminary qualification for entering into any contract .** The soft copy format of the NDA is attached for reference

- 9) **Non-Competition Agreement (NCA):** Envisages an agreement between the prospective bidder and the buyer. Bidders undertake not to quote or supply the subject Kit either in full or in part thereof to any party in India/abroad. Only those bidders who have entered into such a Non – Competition Agreement (NCA) with the buyer (BEML) shall be eligible to participate in bidding. **This is a preliminary qualification for entering into any contract**

The soft copy format of the Non – Competition Agreement (NCA) is attached for reference.

- 10) Any Corrigendum to this bid invitation will be notified in BEML Web site only
- 11) Applicable GST percentage along with HSN code should be indicated separately
- 12) **Liquidated damages clause** is applicable. 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
- 13) **Packing and dispatch:** The supplier shall pack the deliveries safely and carefully and pack them suitably in all respects considering the peculiarity of the material for normal safe transport by Rail / Road/Sea
- 14) **General Terms & Conditions** - Applicable to contracts & purchase orders - 8205350535 Dtd 16th August 2012 are uploaded in folder
- 15) **GST CLAUSE:** GST will be paid extra as applicable at the time of delivery. Bidder should discharge GST and GST compensation cess liability and ensure filing of periodical GST returns in the manner prescribed in GST law.
- 16) **Termination:** In the event of any breach by the bidder of any condition herein or in the General Terms and conditions of purchase of BEML or in the event of any misconduct on the part of the bidder or on the part of his employees, BEML shall be entitled to terminate this agreement forthwith without giving any notice
- 17) **Arbitration:**
- a) In the event of any question or disputes arising or any other terms and condition of contract or in connection with this contract (except as to any matters the decision of which is specially provided for by these conditions) the same shall be referred to any Award of a Sole Arbitrator to be appointed by BEML and the Arbitration proceedings shall be held at Bangalore and shall be governed by the provisions of Arbitration and conciliation Act 1996. The Courts in Bangalore alone shall have jurisdiction to deal and decide any legal matter or dispute whatsoever arising out of this Agreement
- b) **In case of CPSEs inter-se and CPSEs and Govt. departments-**In the event of any dispute or difference relating to the interpretation on application of the provisions of Price contract (s) between Central Public Sector Undertaking Enterprises (CPSEs)/ Port Trusts inter-se and also between CPSEs and Government Departments/ Organizations (excluding disputes concerning railways, income tax, customs and excise departments), such dispute/ difference shall be taken up either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)2013-DPE(GM)/FTS-1835 dated 22.05.2018.

18) Secrecy Clause:

- a. All information technical data, specifications, drawings, models, samples, and specimens furnished by BEML for the purpose of or in connection with the manufacture and supply of the stores/components hereby ordered constitute the property of BEML and that the supplier shall keep them in strict confidence and the supplier shall not divulge the same to anyone else except under the authority and for the purpose of BEML. All such documents, data and drawings, models and specifications shall be the property of BEML and be returned to it when done with or when demanded by BEML.
- b. The supplier shall not disclose the Technical Data/Specification/Assistance furnished by BEML Ltd to any other parties in India or in abroad and shall not disclose any initiations, developments or adaptations, thereof to anyone else except with the written consent of BEML.
- c. Purchase order or copy of the same in full or part thereof shall not be produced to anyone else other than to statutory authorities.
- d. BEML shall be entitled to prevent the breach of the above and to levy penalty/claim damages in case of breach

19) Risk Purchase Clause: The supplier shall complete the delivery of the required materials as per the delivery schedule. Or else BEML shall procure the materials for the undelivered quantity from anywhere else by invoking the Risk Purchase Clause and the additional expenditure, if any, incurred will be charged on the supplier

20) Price Fall Clause:

The price charged for the stores supplied under the contract shall be in no event exceed the lowest price at which the contractor sells the stores or offers to sell stores of identical description to any persons/organizations including the purchaser of any department of the Central Govt. or any Dept. of the State Govt. or any statutory undertaking of the Central or State Govt., as the case may be during the period till the performance of the supply order placed and during currency of the contract is completed.

If at any time during the said period, the contractor reduces the sales price, sells or offers to sell such stores to any person/organization including the purchaser or any department of Central Govt. or any Dept. of State Govt., or any statutory undertaking of the Central or State Govt., as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction/sale or offer to sale to the BEML and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer to sale shall stand correspondingly reduced and may be liable for cancellation of the contract.

21) **Force Majeure Clause:** Notwithstanding anything contained in the Contract, neither the firm nor the BEML shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' condition which directly affects the obligations to be performed by the BEML or the firm. 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 Service Provider or the acts on which the BEML 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 Service Provider along with supporting evidence and so granted by the BEML for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries.