

(A Govt. of India Mini Ratna Company under Ministry of Defence)
EM Division, BEML Nagar, Kolar Gold Fields – 563 115, Karnataka

Ref: EMC/6300037097/35

Date: 11.02.2022

Notice Inviting Tender

Item Description	Quantity	Tender Closing Date & time
Battery Operated Truck	4nos	18.02.2022 , 16:00:00hrs

1. Preamble:

BEML Limited is a leading Multi-Technology and Multi-Location Mini Ratna Category-I company under the Ministry of Defence, offering High Quality Products for diverse sectors of economy such as Coal, Mining, Steel, Cement, Power, Irrigation, construction, Road Building, Aviation, Defence, Metro and Railways.

Tender through e-mode is called for supply, installation/commissioning of **Battery operated Truck at H & P division, BEML Limited, KGF**. Firm should submit their Tender in 2 bid system viz., Technical Bid & Commercial Bid separately.

2. Instruction for submission of Bid:

(i) Technical Bid:

- Please upload all the Technical Bid documents in the Collaboration Folder in the system.
- Technical Bid should contain only filled-up documents and other supporting documents.
- Please ensure that no price details are given in the Technical Bid documents uploaded in the Collaboration Folder. Duly filled in "Technical Specification and Scope of Supply document" along with supported documents, wherever required, has to be uploaded.

(ii) Commercial Bid:

- Please enter the Commercial Bid details in 'Pricing Conditions' in the system.
- In case of any need to enter any other remarks/charges for the items over and above the fields provided in the system, please enter the same in "Bidder's Remarks" for the respective item in the tab "items" under "Notes and attachments".

(iii) Class 3 Digital Signature with encryption is mandatory for submission of bid on our e-Procurement system.

(iv) In case of any queries on User ID, Password, Digital Signature and submission of bid in the system, please contact **BEML SRM Team on 080-22 963 269/141 or e-mail to "admin.srm@beml.co.in"**

3. Opening of Tender:

- Technical Bids will be opened in the system on **18.02.2022 at 16:00 Hrs.**
- Commercial Bids of technically qualified bidders as per qualifying criteria and NIT will only be opened subsequently in the system.

4. General Terms and Conditions:

- The firm should be original equipment manufacturer (OEM). If OEM is not participating, authorization certificate issued by the OEM shall be enclosed by the distributors, who participate in this tender for transfer of authority.
- The tender will be evaluated only on the basis of documents uploaded by the bidder online against the requirement in NIT and Technical Specifications.
- BEML reserves the right to seek clarifications/documents with respect to NIT/Technical Specification/Scope of Supply during the Technical Evaluation of bids submitted.

- (iv). Bid Validity: The validity period of the tenders shall be minimum 120 days from the closing date for submission of bid.
- (v). The bidders should quote their unit rate on FOR (Free on Road/Rail) destination basis. The bidder will be responsible for safe arrival of materials to the destination.
- (vi). Delivery Schedule: The equipment to be supplied within 1 month from the date of receipt of purchase order. The supply should be completed within the stipulated period of delivery which shall be reckoned from the date of receipt of Purchase Order.
- (vii). Payment terms: 100% payment will be made within 60 days after successful installation/ commissioning of machine and proving its performance at our works. In case of MSME, it is 45 days after successful installation/ commissioning of machine and proving its performance at our works.
- (viii). Warranty : The item should be Guaranteed for a minimum period of ONE year from the date of Installation & Commissioning.
- (ix). Performance Bank Guarantee (PBG): The successful bidder shall provide a Performance Bank Guarantee for an amount of 10% of Order Value covering the warranty period from the date of successful installation & commissioning from any scheduled commercial bank and authorized by RBI.
- (x). Liquidated Damages: In the event of failure to deliver or despatch the stores within the stipulated date/period in accordance with the specifications mentioned in the Purchase order and in the event of breach of any of the terms and conditions mentioned in the Purchase order, BEML reserves the right:
 - a. To recover from the successful tenderer, a sum of 0.5 % (half percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 5%.
 - b. To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply.
 - c. To forfeit the Earnest Money Deposit fully or partly.
- (xi). The Supplier shall guarantee that the availability of the equipment shall be not less than 90% for a period of 24 months, based on two shift working from 07:00am to 11:00pm, from the accepted date of commissioning. The availability shall be not less than 90% for the warranty period and availability computation shall be for 24 months. In the event that the Equipment fails to achieve the availability herein provided during this 24 month period, the Supplier shall be liable to pay to the Purchaser, as Penalty, a sum equal to, as indicated hereunder for each equipment:
 - a. 1% of the delivered price of the equipment for every percentage reduction from the Guaranteed Availability for the first 5%.
 - b. 10% of the delivered price of the equipment for reduction beyond 5% from the Guaranteed Availability.
 - c. The penalty shall be deducted from the submitted Performance Bank Guarantee, if the penalty is not paid by the firm within 30days from the date of mutual consent on the availability.

- (xii). Lifetime Spare Parts: In any event, the Supplier shall not seek to terminate manufacture and supply of spare parts for a period of not less than ten (10) years from the date of commissioning of the equipment.
- (xiii). Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.
- (xiv). The supplier shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of BEML any gift or consideration of any kind as an inducement or reward for going or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the purchaser. Any breach of the aforesaid condition by the supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the supplier) or the Commission of any offence by the supplier or by any one employed by him or acting on the behalf under chapter IX of the Indian Panel Code.1860 or the Prevention of Corruption Act, 1947 and any amendments thereto or any other Act enacted for prevention of corruption by Public Servants shall entitle BEML to cancel the contract and all or any other contract with the supplier and to recover from the supplier the amount of any loss arising from such cancellation.
- (xv). The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.
- (xvi). BEML reserves the right to accept or reject any bid without assigning any reasons thereof.
- (xvii). Tenderer shall submit their compliance to all the terms and conditions prescribed in this NIT as well as in Scope of Supply and technical specification in writing.
- (xviii). Non-compliance with any of the tender conditions and incomplete, conditional and ambiguous offers are liable for rejection.
- (xix). The Bidders shall fill in all the required particulars in the blank space provided for the purpose in the tender document. Bidder shall affix seal and sign on each and every page of tender document and upload the same on the BEML SRM System, as a token of acceptance of all the tender terms & conditions.
- (xx). No corrections/ revisions will be entertained after closing date and time of tender. All the documents should be uploaded in PDF e-Procurement system.
- (xxi). All Corrigendum, addenda, Amendments, Time Extensions, Clarifications etc., if any, to the tender will be hosted on BEML website “www.bemlindia.in” only. Bidders should regularly visit BEML’s websites to keep themselves updated. No separate advertisement shall be published in the Newspaper in this regard.

5. **Earnest Money Deposit:**

- (i). The interested bidder shall pay an amount of ₹28,000.00 (Rupees Twenty eight thousand only) towards Earnest Money Deposit in the form of Electronic Transfer to Collection Account as per Annexure -1 attached or to Our State Bank of India Account No 54029289872, IFSC Code : SBIN0040168, BEML Nagar Branch, Kolar Gold Fields .
- (ii). Bids submitted in the system without receipt of EMD as mentioned above, will be disqualified.
- (iii). MSE’s/NSIC bidders are exempted from submission of EMD as per government order.

- (iv). The EMD amount does not carry any interest and the same will be returned to unsuccessful bidder(s) after the finalization of the Tender. The EMD amount of successful bidder will be refunded after the stores supplied the equipment detailed in the Purchase Order.

6. FORCE MAJEURE:

Notwithstanding anything contained in the Contract, neither the supplier nor the BEML shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' conditions which directly affect the obligations to be performed by the BEML or the supplier.

Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the 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 supplier along with supporting evidence and so granted by the BEML for the supply, if any, shall not be construed as waiver in respect of remaining deliveries.

Notwithstanding above provisions, BEML shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall delivery schedule and make alternative arrangements at a mutually agreed price.

7. JURISDICTION:

In respect of all matters arising out or pertaining to this tender and the contract coming into existence on acceptance thereof, the cause of action shall be deemed to have arisen only at BEML. All legal proceedings pertaining to the said contract shall be instituted in courts having territorial jurisdiction over the place where the registered office of BEML is situated, i.e. at Bangalore and no other court shall have the jurisdiction.

8. 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 as well as encashment of the Security Deposit.

9. Bidder are requested to submit details of GSTN Registration Certificate, MSME, SC/ST entrepreneurs' certificate (as per format attached in C-folder) and Bankers details.

For BEML LIMITED,

(JAYSHREE.S)

Asst. General Manager- Materials

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