



## BEML LIMITED

(A Govt.of India Mini Ratna Company under Ministry of Defence)  
District Office : BEML Ltd. ,Mamidwar Tiles Factory Compound,  
Ghugus Road, Padoli, Chandrapur – 442406.

Telephone : 07172 – 287230, 287760  
FAX : 07172-257560  
Email : [mnc@beml.co.in](mailto:mnc@beml.co.in)  
[bemlchandrapur@gmail.com](mailto:bemlchandrapur@gmail.com)

**BID NO:** 6300030821

Dt. 18.12.2019

Quotations are invited through e-mode in “ **Two Bid Systems**” from reputed Original equipment manufacturers, if OEM is not participating authorization certificate issued by the OEM shall be enclosed by the distributors, who participate in this tender for “**Supply, Installation & Commissioning of 01 No. 10KVA EMERSON UPS System with Batteries**” at District Office ,BEML Limited,Chandrapur, by the District Manager, BEML Ltd. , Mamidwar Tiles Factory Compound, Ghugus Road, Padoli, Chandrapur – 442406

Sl No	Title	Page No
1	Tender Notice	2-3
2	Tender Terms	4
3	GENERAL DATA	Annexure-A
4	Mandatory Qualifying conditions	Annexure-B
5	Technical Specifications	Annexure-C
6	Other Terms and Conditions	Annexure-D

**TENDER NOTICE**

<b>Description Material</b>	<b><u>“Supply, Installation &amp; Commissioning of 01 No 10 KVA EMERSON UPS System with Batteries”</u></b> at District Office, BEML Limited, Chandrapur, as per the Technical specification, scope, terms & Conditions enclosed with the tender
<b>EMD</b>	Bidder should submit Account Payee Demand Draft, Banker’s Cheque from any of the commercial banks or payment online before closing date of the bid by NEFT/ RTGS for <b>Rs.20,000/-</b> (Rupees Twenty Thousand only) in favour of M/s. BEML Limited, Chandrapur towards <b>Earnest Money Deposit</b> . For online payment, Please make use of the following bank Details ACCOUNT NAME : BEML LIMITED ACCOUNT NO : 36300242240 ISFC CODE : SBIN0011145 BANK NAME : STATE BANK OF INDIA, CHANDRAPUR BRANCH : PADOLI Where ever EMD is remitted digitally, firm shall indicate remittance details along with pre qualification document.
<b>Pre qualification criteria</b>	1) It is mandatory that EMD as above should be sent to <b>“The District Manager, BEML Ltd. , Mamidwar Tiles Factory Compound, Ghugus Road, Padoli, Chandrapur – 442406, Maharashtra”</b> so as to reach it to us before tender closing date. 2) In case of firm claiming exemption for EMD amount under MSME category,(only micro and small enterprises are eligible for exemption) they should submit NSIC Certificate / MSME certificate in a sealed cover super scribing the bid reference & closing date, so as to reach us before the bid closing date. <b>Failure to submit either SI (1) or SI (2), will result in rejection of BID.</b>
<b>Mode of Tendering</b>	Bids are to be submitted in two-bid system (Technical & Commercial Bids) through e-mode in BEML SRM e-procurement system only. Offer submitted in any other form will be summarily rejected.
<b>Last date &amp; time for submission of Technical &amp; Commercial Bids in BEML SRM e-Procurement portal</b>	18.01.2020 @ 14.00 Hrs
<b>Date &amp; time of opening of Technical Bid through e-mode</b>	18.01.2020 @ 16.00 Hrs
<b>Date &amp; time of opening of Commercial Bid through e-mode</b>	After completion of technical evaluation, commercial bids of the firms whose technical offers are accepted only will be opened

For eligibility criteria and details, please visit website [www.bemlindia.in](http://www.bemlindia.in) or Contact Office address, District Manager, BEML Ltd. , Mamidwar Tiles Factory Compound, Ghugus Road, Padoli, Chandrapur – 442406

Sd/-  
District Manager

**Tender No: 6300030821**

Quotations are invited through e-mode in “ **Two Bid Systems**” from reputed Original equipment manufacturers, if OEM is not participating authorization certificate issued by the OEM shall be enclosed by the distributors, who participate in this tender for “**Supply, Installation & Commissioning of 01 No. of 10KVA EMERSON UPS System with Batteries**” at , BEML Ltd. , Mamidwar Tiles Factory Compound, Ghugus Road, Padoli, Chandrapur – 442406

Sl. No	Item Description	EMD Amount	Tender No
1	<b><u>“Supply, Installation &amp; Commissioning of 01 No. 10KVA EMERSON UPS System with Batteries”</u></b>	Rs 20000/-	<b>6300030821</b>

Tender documents are available in our website <https://www.bemlindia.in>

To download the tender documents, visit [www.bemlindia.in](http://www.bemlindia.in) Purchase →  
→ e-Procurement (SRM) → Log In

Log In using the tab ‘Guest Login’ and click ‘Process Bid’ & click on the Tender No. mentioned in the table above to see the details of the tender and download the tender documents.

Interested agencies can contact us through e-mail: [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in) to obtain the username & password for submitting the bids, if already not having User ID and Password with our system.

The last date for submission of bid is **18.01.2020** before **14:00 Hrs.**

Please note that as per the directives from Ministry of Defence, Class 3 Digital Signature with encryption and decryption facility is mandatory for Submission of bid on our e-Procurement system. System will not accept Class 1 or Class 2 Digital Signatures.

Please note that activation of the Digital Signature Token in our system happens after 12.00 midnight from the Start Date of the validity, i.e. the next date after the Start Date of the validity. Hence in case you are getting a new Class 3 Digital Signature Token or arranging renewal of the existing Class 3 Digital Signature Token, it is advisable to get the same at least two days before the due-date of the tender.

In case of any queries on Digital Signature or submission of bid in the system, please contact BEML SRM Team on 080-22963269, 080-22963141 or e-mail to [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in).

Bidder shall submit both "*Technical Bid*" and "*Commercial Bid*" through BEML's e-Procurement Portal only.

Bidders are advised, in their own interest, to ensure that their bids are submitted well before the “*Due Date & Time of Bid-Submission*” of the Tender as BEML's "e-Procurement System". It will not allow submission of bids once the closing date and time of the Tender (i.e. Due Date & Time of Bid-Submission) is reached.

BEML shall not be responsible if bidder is not able to submit the bid on account of failure in network /internet connection at bidder's end.

Thanking you,

Yours faithfully,  
For BEML Limited  
District Manager

Ph: 07172-287230 email: [mnc@beml.co.in](mailto:mnc@beml.co.in) / [bemlchandrapur@gmail.com](mailto:bemlchandrapur@gmail.com)

## **Tender terms**

- a) The tender shall be submitted in two-bid system through e-mode only in the BEML SRM as details below:

**Technical Bid:** All the Technical Bid documents required as per the Tender are to be uploaded in the Collaboration Folder (C-Folder). Please ensure that the Technical Bid documents uploaded in the Collaboration Folder do not contain any price details.

**Commercial Bid:** Price Bid details and relevant terms are to be entered in 'Item Data' and 'General Data' against the respective items(1&2) provided therein. Break up details and the price for optional items if any to be provided in "Mynote".

**Bid Submission:** Both Technical Bid and Commercial Bid are to be submitted in the system before the Closing Date/Time. Technical Bids of the Qualified Bidders will be opened in the system on the same day. The lowest Bidder - L1 will be determined based on Item No.1 less Item no. 2 (Item 1 - Item 2)

- b) **Corrigendum** regarding the tender, if any, will be published in BEML web site only before the tender closing date. Bidders to make note of the above and check the website before tender closing date / time to have the latest communication / update.
- c) The Commercial Bid will be opened in the BEML SRM system only, if the firm qualifies in the Technical Bid.
- d) Please do note that, failure of the successful tenderer to perform the work satisfactorily in any respect will entail forfeiture of the EMD & Security deposit, if any.
- e) If bidder backs out / amends, impairs and / or derogates within the validity period for any reason, the EMD Amount will be forfeited by BEML.
- f) Tenderers will enclose along with their tenders, 'Certified True Copy' of Power of Attorney in favour of the signatory of the tender documents, if required.
- g) The tenders should confirm to BEML specifications and conditions in every detail and any tender not conforming to BEML specifications and conditions will be summarily rejected.
- h) Applicable Taxes should be indicated separately.
- i) **EMD –Refund:**
- i). **If the bidder is disqualified at Pre-qualification stage-** EMD amount will be returned back to the bidder within a week from the date of tender opening, if the bids have been disqualified in the Pre- Qualification stage
  - ii). **If the bidder is disqualified at Technical Evaluation stage** –Bidders who are qualified in the Pre- Qualification stage but disqualified at the technical evaluation stage, the EMD amount will be returned back within a period of 15/30 days from the date of completion of technical evaluation.
  - iii). **If the bidder is disqualified at Commercial Evaluation stage** –If the bidder is disqualified at Commercial Evaluation stage, EMD amount of such bidder will be returned within 30 days from the date of awarding the contract.

Note: EMD will not carry any interest for the period it is retained with BEML

**Annexure-A****GENERAL DATA IN RESPECT OF YOUR COMPANY (I.E COMPANY PROFILE).**

Sl. No.	Description	To be Filled and/ or documents to be uploaded
1	Name of Bidder	
2	Company Address  Telephone no: Contact Person Mobile No. e-mail ID.	
3	Bank account numbers with Banker's Name, Address & Contact Number:	Bank account number :-  Bank Name :-  Address :-  IFSC code:
4	PAN Number	
5	GST Number	
6	Description of Business & Business background	

**Annexure-B**

SL NO	MANDATORY QUALIFYING CONDITIONS	To be Filled and/ or documents to be uploaded
01	Only those vendors who have supplied and commissioned <b>“UPS System”</b> of similar type in the past 5 years on the date of the opening of tender will be considered. The referred machine should be working satisfactorily for more than one year after commissioning. However, if, referred machine(s) has / had been supplied to BEML, then the machine should be presently working satisfactorily for more than 6 months (on the date of the opening of tender) after its commissioning and acceptance in BEML.	
	<b><u>In support the above, following information should be uploaded along with the technical bid by the firm</u></b>	
A)	Name of the Customer / Company where referred Machine is installed with year of supply and capacity.	
B)	Complete postal address of the Customer / Company with contact details like Phone, fax number and E mail address of the contact person.	
C)	Month and year of commissioning.	
D)	Type/Model supplied.	
E)	Minimum 1 (One) recent purchase order copy (preferable Govt.Companies, Departments ) to be submitted.	
F)	Minimum 1 (One) Performance certificate from the customer / company regarding satisfactory performance of the machine to be submitted.	

**BEML reserves the right to verify the information submitted by vendor, in case the information found to be false / incorrect, the offer shall be rejected.**

**Annexure-C**

<b>Technical specification of 10 KVA UPS System with Batteries</b>				
<b>SI No</b>	<b>Nomenclature</b>	<b>Unit</b>	<b>BEML Requirement</b>	<b>Firms Remark**</b>
1	<b>CAPACITY</b>		10 KVA ONLINE	Firm to indicate as agreed
2	<b>TECHNOLOGY</b>		IGBT BASED PWM	Firm to indicate as agreed
3	<b>INPUT</b>		3 PHASE, 415V+/- 10%, 50 HZ +/- 5%	Firm to indicate as agreed
4	<b>OUTPUT</b>		1 PHASE 230 V, SINGLE PHASE, 50HZ+/- 0.05HZ	Firm to indicate as agreed
<b>Battery – Maintenance Free</b>				
<b>(Against buy back of old Exide make batteries 26 nos. of 100AH)</b>				
5	<b>BACKUP</b>		4 HOURS	Firm to indicate as agreed
6	<b>BATTERY TYPE</b>		TUBULAR	Firm to indicate as agreed
7	<b>BATTERIES AH</b>		100 AH	Firm to indicate as agreed
8	<b>BATTERIES MAKE</b>		EXIDE	Firm to indicate as agreed
9	<b>BATTTERY QTY</b>		26 NOS (240 V DC)	Firm to indicate as agreed
10	<b>BATTERY ACCESSORIES</b>		BATTERY STAND/BATTERY LINKING CABLES.	Firm to indicate as agreed
11	<b>Only power point with power supply for the UPS is BEML scope. Assembly, connection, fixing and satisfactory commissioning is Firms scope.</b>			Firm to indicate as agreed
12	<b>The firm has to provide 3 years warranty for UPS Inverter &amp; 4 years warranty for batteries.</b>			Firm to indicate as agreed
13	<b>Necessary tools &amp; equipments for commissioning is Firms scope.</b>			Firm to indicate as agreed
14	Firm has to supply three sets of Operation , Instruction, spare parts and maintenance Manuals of the machine			Firm to indicate as agreed

**\*\* Firm to attach catalogue / Leaflets**

**OTHER TERMS AND CONDITIONS**

1. **Price :**

- Price quoted should be firm till the completion of the Order and no price escalation/increase will be allowed in the course what so ever reason may be.
- The price quoted should be for the main machine with standard accessories
- Price quoted should be net FOR, BEML, Chandrapur with no extra charge whatsoever. The quoted price should include equipment cost, all standard and other accessories in order to meet the tendered specification.
- In case Bidder has entered into Rate Contract with DGS&D, the Rate Contract, reference to be sent to BEML along with the quotation. Bidder is required to certify that prices quoted are the same as applicable to DGS&D and other Government Departments. DGS&D Rate Contract holders should state whether they are agreeable for supply at DGS&D Rate Contract Rates in the event of placement of order by us on BEML's own order form.
- The firm to quote for main machine with standard accessories in item data and price break up for a) for Special /optional Accessories b) Recommended spares for two years normal maintenance along with individual price details to be mentioned in “Mynote”.

2. **Taxes :**

Applicable Taxes as per GST / any other taxes prevailing norms to be indicated by the bidder either in percentage . In the absence of this input the offer would be considered all inclusive. Firm has to provide GST registration details with HSN code.

3. **Delivery :**

All supplies should be effected on F.O.R., BEML Chandrapur. Bidder to quote firm delivery schedule taking into consideration of the period actually required based on the complexity of the equipment.

- Firm should supply the Machine to BEML **within One Month** from the date of confirmed purchase order.
  - Installation and commissioning to be done by supplier at BEML Chandrapur site and bidder to indicate the period required for the above job from the date of intimation of readiness of site at our premises.
  - Bidder to note that the delivery schedule should be for:
    - Period required for the delivery/dispatch of equipment and
    - Period required for installation and commissioning of the subject equipment after intimation from BEML about readiness of the site.
4. **Payment terms :** 100% after 60 days of receipt and acceptance of material at BEML, Chandrapur , against providing Bank Guarantee for 10% of purchase order value for warranty period plus three months (51 months), if BG is not provided 10% of Purchase order value will be retained as Security Deposit.
5. **Performance Bank Guarantee:** Performance Bank Guarantee should be given for 10% of the order



value executed by **Scheduled Commercial Banks authorized by RBI excluding Regional Rural Banks** valid for the period of warranty plus 03 months (51 months). PBG has to be sent directly to BEML, Chandrapur, by the banker through registered post.

6. Any order, resulting from the enquiry, shall be governed by the General Terms and Conditions of Contract of BEML and any party quoting against this enquiry shall be deemed to have read and understood these terms and conditions and to have quoted subject to these terms and conditions.
7. When counter terms and conditions of business have been offered by a bidder, BEML shall not be deemed to be governed by such terms and conditions unless specific written acceptance thereof has been given by BEML.
8. No condition and terms, notice of which has not been given in this enquiry by parties submitting quotations, will be considered by BEML, if put forward in subsequent correspondence, after acceptance of the orders etc.
9. **Security Deposit** : Bidders will be required to submit the Security Deposit equivalent to 10% of the PO value of the order within 15 days of issuance of purchase order by way of **Demand Draft or Bank Guarantee** in a prescribed format of BEML from a scheduled Bank in India / Bank of International repute (for foreign vendors) which shall be valid up to 60 days after the completion of contract period / last supply. Security Deposit will bear no interest. In case the supply order / contract is not executed to the entire satisfaction of BEML the Security Deposit will be forfeited besides initiation of risk purchase action. In case any claims or any other contract obligations (related to supplies excluding warranty) are outstanding, the bidder shall be required to extend the Security Deposit as required till such time the vendor settles all claims and complete such obligations.
10. **Installation & commissioning**: It is the sole responsibility of the supplier to install and prove the performance/demonstrate the systems at BEML, Chandrapur, and the firm shall arrange for all the necessary tools needed for commissioning/servicing. Firm should ensure all safety precaution of their personnel while installation / commissioning of equipment to prevent any accident. In case of any accident, BEML shall not be responsible for loss caused to firm's personnel and property. Also the firm shall at his own expense cover up and protect from any cause for the protection of the work & materials belonging to BEML. Any damage caused must be made good by the firm at his own expense.
11. BEML is not bound to accept the lowest or any quotations and reserves the right of accepting the whole or any part of the quotation or part of the quantity offered and firm must supply the same at the rate quoted.
12. **Liquidated damages**: In the event of an order, 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.
13. **Warranty** : Firm to provide three years warranty for UPS inverter and four Years warranty for Batteries

14. Tender evaluation:

- a) The tender will be evaluated on the complete scope of supply as per Technical Specification .
  - b) The evaluation will be based on landed cost at the Division by including freight charges, applicable taxes, and duties to the base price quoted by the vendors. Conditional discounts will not be considered in evaluation of tender.
15. Please indicate approximate net weight, gross weight and dimension of the package to enable BEML to determine the mode of dispatch. The packing should withstand the weather conditions during transit. The packing should not damage the contents in the package while transporting and handling. The safety and handling precautions should be clearly marked on the packages. The packing should be easily transportable without any damage. Each consignment should have individual packing list.
16. Validity of bid : Price quoted should be net and unless otherwise specified should remain valid for our acceptance for a minimum of 120 days from the closing date of tender enquiry and the material offered should be kept under provisional reservation for this quotation.
17. Please indicate in your tender, whether stores newly manufactured are offered. Where newly manufactured stores are offered and on inspection it is found that reconditioned stores or parts have been used, such stores will be rejected at the contractor's risk and expense.
18. The prices charged for the materials supplied under this PO by the tender shall in no event exceed the lowest price by which vendor sells the materials of identical description to any other buyer inclusive BEML office / division during the pendency of this PO. If at any time, during the said period, the vendor reduces the sale price of such materials or sells such materials to any other buyer including BEML office / division at a price lower than the price chargeable under this PO, the vendor shall forthwith notify such reduction or sale to the authority which has placed the PO and the price payable under this PO for the materials supplied after the date of coming into force of such reduction, shall stand correspondingly reduced.
19. Fall clause: The vendor shall furnish to the consignee / paying authority concerned of this PO the following certificate along with the invoice for the supplies effected under this PO. I / we certify that the materials of description identical to the stores supplied to the consignee concerned under this PO have not been sold by me/us to any other vendor inclusive BEML office / division from the commencement of the contract up to the period of completion of delivery at a price lower than the price charged to the consignee concerned of this PO. Failure in submission of this aforesaid certificate by the vendor will result in withholding of the payment of their bills against supply, if any.
20. Immunity to government of India : It is understood and agreed that the government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that BEML is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and General Principles Contract Law. The vendor shall agree, acknowledge and understand that BEML is not an agent, representative or delegate of the government of India. It is further understood and agreed that the government of India is not and shall not be liable for any acts, omissions, commissions breaches or other wrongs arising out of the contract. Accordingly, vendor expressly waives releases and foregoes any and all actions or claims against the Government of India arising out of this contract, not to sue the government of India as to any manner, claim, cause of action or anything whatsoever arising out of or under this agreement.
21. Indemnity: The supplier shall at all times indemnify BEML against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of design or trade mark and shall take all risk of accidents or damage which causes a failure of the supply. The supplier shall comply with the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and

the Contract Labour (Regulation and Abolition) Central Rules 1971 as modified from time to time wherever applicable and shall also indemnify BEML from and against any claims under the aforesaid Act and the Rules.

22. **Arbitration** : All other disputes / differences except as to any matters the decision of which is specially provided for by these conditions or any other special conditions of the P.O. whatsoever arising between the parties out of or relating to the contract meaning and operation or effect of the contract or the breach thereof shall be settled by Arbitration in accordance with the rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.
23. **During Arbitration**: The supplies under this Purchase Order shall, if reasonably possible, continue by mutual agreement during the arbitration proceedings and no payment due to or payable by BEML be withheld only on account of the pendency of such proceedings.
24. **Jurisdiction**: The court of Bangalore, Karnataka State only shall have jurisdiction to deal with and decide any legal matter of dispute whatsoever arising out of this Purchase Order.
25. **Bribes and Gifts**: Any bribe, commission, 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 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 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 to payment of any loss or damage resulting from any such cancellation to like extent as is provided in case of cancellation under Clause-13 hereof. Any question or dispute as to the commission 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.
26. **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.
27. **Influencing the tender** : After the bids are opened, Bidder shall not provide any information or send any correspondence, unless asked by BEML in writing. Providing unsolicited information, after the

bids are opened, will be construed as disrupting the tender procedure and also may result in rejection of the bid.

28. Force majeure clause :

- a) BEML shall in addition its power under other clauses to determine this Purchase Order have power to terminate its liability there under at any time by giving a notice of reasonable time in writing to the supplier of the Company's desire to do so and upon the expiration of the notice the Purchase Order shall be determined without prejudice to the rights of the parties accrued to the date of determination.
- b) Further in the event of any situation arising out of or caused by any act which is beyond the control of BEML, which results in stoppage of production, or in the event of any policy decision made in the interest of the Company which may necessitate the short closure of the Purchase Order, the Company by giving a notice of reasonable time to the supplier, can terminate the purchase order without prejudice to the rights of the parties accrued to the date of termination

29. The firm shall take necessary permission for their employees to enter the factory premises and the firm shall arrange ESI & PF coverage to their employees/labourers if any from their end. The firm shall indicate ESI NUMBERS for the labourers hired or employed in advance in order to prepare work permit inside the factory.

30. The firm shall make its own arrangements for boarding & lodging, transportation to & fro etc., from their place during Installation and commissioning. However, during working hours within the factory, they can avail our canteen facility at costs.

31. The firm should agree to buy back at a mutually agreed price the spares not consumed during the initial period of three years.

32. BEML will not have any kind of binding towards the compensation on case of injury / death to the firms employees while working in BEML premises or other wises.

33. Item-wise cost break-up shall be provided.

34. Tenderers to furnish the requirements, if any, of the special environment for normal functioning of — the equipment.

35. BEML will not have any kind of binding on damages or loss to the tools/instruments etc. brought by the firm for commissioning purpose.

36. The Machine should be capable of functioning at BEML Chandrapur, Maharashtra, India.

37. The firm shall arrange general insurance to their equipment & tools wherever necessary.

38. The firm shall take safety permits from our safety department wherever found necessary & especially while working at heights, with chemicals, explosives & high voltage areas.

39. The firm's personnel shall not carry any objectionable material like explosives, battery operated instruments, weapons etc., knowingly or unknowingly.

40. **INSPECTION REPORT:** Supplies of each consignment shall be accompanied by a supplier's inspection report certifying that the Stores confirm to the required specifications. Such

inspection will be free of cost to the purchaser. However, the purchaser reserves the right to inspect the stores when received at his end and his inspection will be final.

41. Secrecy:

(i) 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 the firm 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.

(ii) 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.

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

42. BEML reserves the right to accept or reject any of the offers received either fully or partly without assigning any reasons for the same.

43. Bidder should give a certification that they have seen all the terms & conditions of the tender and have submitted the bid according to these terms and conditions. Bidder should submit this certificate along with the technical bid.

44. During Warranty period firm should attend to any break down calls within 48 hours.

45. Firm should provide the training to our employees both on Operation and Maintenance aspects free of cost.

46. Firm should provide fast and slow moving spares list along with cost.(Recommended spares for two years normal Maintenance)

47. Firm should supply spares required free of cost during warranty period.

48. The price quoted should be inclusive of all accessories required for the functioning of the machine.

Firm should indicate the accessories/ Tools that will be supplied along with the machine.

\*\*\*\*\*