

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

Bid Reference: 6300035756

Date: 20th March 2021

Bids are invited by the DGM (Defence Materials), EM Division, Materials Management, BEML Limited, BEML Nagar Post KGF- 563115 in “**Two Bid System**” from eligible firms for supply of 350 Kits of Track Width Mine Plough Fitment Kit to part no 710ZZB0062.

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BID NOTICE

Description	For manufacture and supply of 350 Kits of Track Width Mine Plough Fitment Kit to part number 710ZZB0062.			
Pre-Qualification Criteria	Please note that execution of Integrity Pact (IP), Non- Disclosure Agreement (NDA) & Non – Competition Agreement (NCA) as per the respective formats (attached) are mandatory . The signed and scanned copies of the said documents with company seal are to be forwarded through email to the mail id: dem@beml.co.in before attending pre bid meeting which is scheduled 10 days from the date of tender. Hard copies of the same are to be submitted during the pre bid meeting.			
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	For Clarifications on	Contact Person	Contact Number	e-mail ID
	Drawing & PTS	Manager R&D	08153-279197/279198	gawsm@beml.co.in & dep@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
Pre bid Meeting date & time	30.03.2021 @ 11.00 Hrs (10 Days from the date of tender)			
Last date & time for submission of Technical & Price Bids	10.04.2021, 14:00 Hrs (21 Days from the date of tender)			
Date & time of opening of Technical Bid	10.04.2021, 14:00 Hrs (21 Days from the date of tender)			
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 & Price)			
FAX/E-mail Quotations will summarily be 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 are to be attached along with Technical bid.

Tender 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) Pre-Bid Meeting (Manual Mode):
 - Bidders are invited to attend the pre bid meeting at EM Division, BEML Ltd, KGF -563115, Kolar, Karnataka on **30.03.2021 @ 11.00 Hrs (10 Days from the date of tender)**
 - The purpose of pre bid meeting is to clarify tender details & specific questions if any from bidders.
 - Bidders should submit originals of Integrity Pact (IP), Non- Disclosure Agreement (NDA) & Non – Competition Agreement (NCA) **mandatorily** before/during pre-bid meeting. The interested bidders may also participate through Video Conference (VC) mode. The VC link through Microsoft team will be shared to bidders who fulfil the prequalification criteria. In the event of such participation (thro VC mode) by the bidders, the above said documents should have been forwarded to BEML through courier/India Post prior to the commencement of meeting & courier details to be forwarded via email to **dem@beml.co.in**. Any non-conformity of the above, the bidders will not be allowed to participate in the pre-bid meeting.
 - Drawings will be issued on receipt of Integrity Pact (IP), Non- Disclosure Agreement (NDA) & Non – Competition Agreement (NCA) to the eligible participants.
 - Any queries need to be forwarded through e-mail id: **dem@beml.co.in**.
 - Request all the bidders to attend the scheduled pre-bid meeting & obtain all the clarifications before submitting the bids in BEML SRM platform.
 - Any modification in the tender documents which may become necessary as a result of the pre-bid meeting will be made by BEML and the same will be hosted on BEML website/ CPP Portal.
 - b) Clarifications to the bidder's queries will be provided during the meeting and any corrigendum will be published in BEML website/ CPP portal.
 - c) **Technical Bid (through e-mode on BEML SRM platform):** Please ensure that the Technical Bid documents uploaded do not contain any price details. (Technical bid as per the attached Annexure-I). The same is to be filled, scanned and uploaded.
 - d) **Price Bid (through e-mode on BEML SRM platform):** Price Bid details and relevant terms are to be entered in Price Bid only.
 - e) 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.

- 2) **Division of Patronage:** Division of Patronage will be on 60:40 basis 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 tender quantity will be ordered to L-1 firm.
- 3) **Delivery Schedule:** BEML requires minimum of 45 kits of Track Width Mine Plough Fitment Kit/month 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) **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.
- 5) **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.
- 6) **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>.
- 7) **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

- 8) **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.

- 9) Any Corrigendum to this bid invitation will be notified in BEML Web site www.bemlindia.in /CPP portals only.
- 10) Applicable GST percentage along with HSN code should be indicated separately.
- 11) **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.
- 12) **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
- 13) **General Terms & Conditions** - Applicable to contracts & purchase orders - 8205350535 Dtd 16th August 2012 are uploaded in folder
- 14) **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
- 15) **GST CLAUSE:** GST as applicable will be paid at the time of delivery. Bidder should discharge GST liability and ensure filing of periodical GST returns in the manner prescribed in GST law.
- 16) **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.

17) 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.

18) 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

19) 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.

20) **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.