

## Bid invitation

### Information

Description:KE01/DEM/TWMP/T-90 Mounting Pads

Bid invitation number:6300037254

Version: 1

### Bid invitation rules

Bid invitation currency: INR

**Timezone:** UTC+53

**Submission period:** 30.03.2022 14:00:00

**Tech Opening date:** 30.03.2022 14:00:00

**Created On:** 08.03.2022 02:45:58

### Bid invitation text:

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 Manufacture and supply of 1500 Nos of T-90 Command Front Mount Pads to part no 710MP15406.

For any clarifications please contact

1. Drawings- Manager R&D - 08153- 279197/279198 - gawsm@beml.co.in
2. SRM related issues - AGM (SRM) - 080-22963269 & 3141- admin.srm@beml.co.in
3. Tender Documents - DGM (Defence Purchase) - 08153 – 279317 & 9297 - dem@beml.co.in

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### Tender Terms and Conditions

- 1) The Bid shall be submitted in two-Bid system through e-mode only in the BEML SRM platform.
- 2) 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 attached at C- Folder). The same has to be filled, scanned and uploaded for technical evaluation.
- 3) Price Bid (through e-mode on BEML SRM platform): Price Bid details and relevant terms are to be entered in Price Bid only.
- 4) Both Technical Bid and Price Bid are to be submitted in the system before the tender Closing Date/Time.

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Note: After evaluating the Technical bids, the Price bids of technically qualified firms only will be opened.

5) 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.

6) Delivery Schedule: Every month 250 Nos from 10th November 2021 onwards.

7) 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 - 563115
- c. Validity of quotation: Quotes must be valid for a minimum of 90 days from the date of closing of bid.

8) 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.

9) Any Corrigendum to this bid invitation will be notified in BEML Web site [www.bemlindia.in](http://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

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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

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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.

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- Attachments:
- Standards
- QAP
- Technical Bid
- General Terms & Conditions
- TECHNICAL BID
- Drawing
- Digital Signature

Bid invitation details

Item	Product Price Condition	Description	Vendor product number	Delivery date/ performance period	Quantity
1	710MP15406	T-90 COMMAND FRONT MOUNT PADS		00:00:00	1,500 NO

**Item long text:**

Manufacture & Supply of T-90 Command Front Mount Pad (710MP15406) as per BEML Drawing and Quality Assurance Plan (Drawing and QAPs are attached at C- Folder).

Basic Price	INR	_____
CGST - Central GST	%	_____
IGST -Integrated GST	%	_____
UTGST	%	_____
SGST - State GST	%	_____