

BEML LIMITED**(SCHEDULE 'A' COMPANY UNDER MINISTRY OF DEFENCE, GOVERNMENT OF INDIA)****KGF COMPLEX, H&P DIVISION, BEML NAGAR POST****KGF: 563115**

Ref: C & F GROUP /GEM/939BR55029-SPINDLE FORGING

Bids are invited by the Manager-Purchase, H & P Division, Materials Management, BEML Limited, BEML Nagar Post, KGF- 563115, Karnataka in "Two Bid System" from eligible firms for supply of items listed in Annexure-I.

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BID NOTICE

Description	For manufacture and supply of items listed in Annexure-I			
Mode of Tendering	Custom bidding through GeM Portal.			
For clarifications	Clarifications on	Contact Person	Contact Number	e-mail ID
	Tender documents	AGM - Purchase	Landline:08153–279518	florence.vk@bemltd.in
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)			

Note: Fax/E-mail Quotations will summarily be rejected.

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 GeM Portal
- 2) Technical Bid (through e-mode on GeM platform): Please ensure that the Technical Bid documents uploaded do not contain any price details. (Technical bid as per the attached Annexure-I only). The same is to be filled, signed with seal, scanned and uploaded in GeM Portal for technical evaluation.
- 3) Price Bid (through e-mode on GeM platform): Price Bid details and relevant commercial 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. After evaluating the Technical bid, the Price bids of technically qualified firms only will be opened.
- 5) Scope of Work:
 - a) The subject item should be supplied as per previous supplies.
 - b) Quantity indicated is tentative. There may be change in quantity at the time of release of PO based on requirement.
- 6) Other conditions:
 - a) Firms participating in the tender should have successfully developed and supplied the similar items to BEML LTD., H&P Division, KGF.**
 - b) Supplier should have relevant tooling for manufacturing of the similar items and also to provide the details of accepted supplies to qualify for consideration of quotation.**
 - c) Successful Bidder shall accept to supply the material in staggered lots as per BEML requirements.
 - d) Any new firm interested in supplying/developing the subject item may contact us for separate development action. Development action will be initiated after ascertaining the capability of the firm by BEML QUALITY team.**
 - e) BEML reserves right for pre / short closure along with reduction / deletion / rescheduling / cancellation / deferment of deliveries.
 - f) No separate tooling / pattern cost will be paid by BEML.
 - g) Quoted unit price will be inclusive of GST & on FDD basis.**
 - h) Validity of offer: 90 days
 - i) Material shall be offered for BEML SIT for inspection before dispatch.

j) Delivery terms :FDD to H&P Division, BEML KGF -563115

- k) LD clause applicable for late deliveries.
- l) 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
- 7) Delivery Schedule: To be supplied as per mutually agreed delivery terms.
- 8) Conditions for the Price bid:
- The firms are requested to offer their most competitive unit prices including GST.
 - Upward revision of quoted rates will not be allowed and prices shall be firm during the pendency of the contract and any additional quantities shall be supplied at the same rate. Delivery terms shall be FOR, BEML, H&P DIVISION, KGF
 - Validity of quotation: Quotes must be valid for a minimum of 90 days from the date of closing of bid.
- 9) 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. 45th day from the date of receipt and acceptance of material at BEML works.
- 10)Applicable GST percentage along with HSN code should be indicated separately.
- 11)Liquidated damages clause is applicable. If the Supplier exceeds any mutually 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 deliveries safely and carefully for normal safe transport by Road.
- 13)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
- 14)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.

21) Non-Disclosure Clauses of Contract for preventing of Data theft/ leakage:

During the contract period, the Consultant, Contractor, Personnel of vendor will have restricted access to sensitive confidential information of BEML Limited such as IT infrastructure, business data, software information, etc.

The vendor or its personnel shall not disclose at any point of time to any other person / third party the information so received and use the same degree of care to maintain the confidentiality of the information as if the information is their own. Also, the vendor may use the information only for serving BEML's interest and restrict disclosure of information solely to those employees of vendor having a need to know such information in order to accomplish the purpose stated above, advise each such employee, before he or she receives access to information, of the obligation of vendor under this agreement and requires such employees to maintain these obligations. Violation of NDA will lead to legal action, forfeiture of PBG and blacklisting.

Annexure - I

ITEM DETAILS & TECHNICAL BID CONDITIONS

Subject: Procurement of following items;

Sl No	Requirements	Complied/ Non-Complied
1	Manufacture & Supply of Forging as mentioned below Forging material. 939BR55029-SPINDLE FORGING: 08 No's	
2	Scope of Supply: The subject item to supply Forging process, normalize, shot blasted and rust preventive coating condition. Other supply conditions as per Forging drawing.	
3	Firms participating in the tender should have successfully developed and supplied the similar items to BEML LTD., H&P Division, KGF and Supplier should have relevant tooling for manufacturing of the subject item and also to provide the details of accepted supplies to qualify for consideration of quotation.	

Signature of the bidder with company seal