

TENDER DOCUMENT

SUPPLY AND INSTALLATION OF ALL-IN-ONE DESKTOP - 01 NO.

Last date for submission of the bid as per NIC Portal
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**BEML Limited,
Corporate Office,
BEML Soudha, 23/1, 4th Main, SR Nagar,
Bangalore - 560027**

1. INTRODUCTION:

BEML LTD, incorporated in 1964, is a Schedule-A, Public Sector Undertaking, under the Ministry of Defence, engaged in Design, Development, Manufacturing and After-Sales-Service of a wide range of products of core sectors of economy such as Coal, Mining, Maritime, Steel, Cement, Power, Irrigation, Construction, Defence, Railway and Metro Transportation System & Aerospace.

2. SCOPE OF WORK:

Firm to Supply and installation of All-in-One Desktop - Qty - 01 No.

2.1 Technical Specification:

Sl. No.	Description
1	Operating System - Windows 11 Pro or Higher
2	Processor Name - Intel® Core™ i7-1355U (up to 5.0 GHz with Intel® Turbo Boost Technology, 12 MB L3 cache, 10 cores, 12 threads) or latest
3	Processor Family - 13th Generation Intel® Core™ i7 processor or latest
4	Memory - 16 GB DDR4-3200 MT/s (1 x 16 GB) RAM (Expandable to 32GB) or latest
5	OS Hard Drive - 512 GB PCIe NVMe M2 SSD
6	Display - 68.6 cm (27) diagonal
7	Graphics - Intel® UHD Graphics 770
8	In-built Webcam - OEM In-built Webcam with 5MP privacy camera
9	In-built Audio Speakers Dual 2 W speakers
10	I/O Port location: Rear, Ports: 1 USB Type-C® 5Gbps signaling rate; 2 USB Type-A 5Gbps signaling rate; 2 USB 2.0 Type-A; 1 headphone/microphone combo; 1 RJ-45, Wireless: Realtek Wi-Fi 6 (2x2) and Bluetooth® 5.4 wireless card, Network interface: Integrated 10/100/1000 GbE LAN, Expansion Slots: 2 M.2 (1 for SSD, 1 for WLAN), Video connectors: 1 HDMI-out 1.4
11	Keyboard - OEM Wireless Keyboard and mouse combo
12	Installation & Commissioning
13	Warranty - 3/3/3 Years
	Any Authorised Dealers

Above quantities may increase or decrease at the time of PO finalization.

3. PROCEDURE FOR SUBMISSION OF BIDS:

This Tender consisting of three parts:

3.1 Part A - Submission of Technical Bid (Through NIC Portal)

3.2 Part B - Submission of Price Bid (Through NIC Portal)

3.1 PART B - Submission of Technical Bid (Through NIC)

Bidder will be technically qualified based on providing documentary proof for each of the below eligibility criteria clause along with the Technical Bid:

SN	Criteria Details	Documents required to be uploaded in NIC
1	Bidder to submit valid OEM Authorization Letter or Dealer Certificate	Relevant document to be uploaded.
2	Bidder confirmation to carry out the work as per scope of work.	To be uploaded in the Format - Attached as Annexure - A.
3	An Undertaking has to be submitted by the bidders stating that they have read, understood and agreeing to all tender terms and conditions.	To be uploaded in the Format - Attached as Annexure - B.
4	The vendor should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance on the bid closing date.	To be uploaded in the Format - Attached as Annexure - C.
5	Bidder should upload the filled & signed, sealed compliance report.	To be uploaded in the Format - Attached as Annexure - D.
6	Brief Details about the Firm.	To be uploaded in the Format - Attached as Annexure - E.
18	Special Conditions arising out of implementation of GST Tax Indemnity clause.	Annexure - F to be signed and uploaded.
19	The bidder/OEM must possess all valid certificates as mentioned below and should upload copies of the same: i. PAN Number ii. GST Registration details/ Certificate	Please upload scanned copies of i. PAN ii. GST Registration details/ Certificate
20	Make In India Certification	To be signed on OEM Letter head and uploaded.

21	OEM & Bidder should submit Land Border Sharing Compliance Certificate.	To be uploaded in the Format - Attached as Annexure - G.
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Note:

- (1) Bid will be technically rejected for non-compliance.
- (2) Please upload all the technical bid documents in NIC portal.
- (3) **PLEASE ENSURE THAT NO PRICE DETAILS ARE MENTIONED IN THE TECHNICAL BID. OFFERS WITH PRICE DETAILS ON TECHNICAL BID WILL NOT BE CONSIDERED AND WILL BE REJECTED.**
- (4) The Bidders must ensure that the documentary proofs to substantiate clauses above are given, without which their bid will not be considered.
- (5) BEML reserves the right to seek clarifications/obtain missing documents from the bidder/s for the documents submitted above by the bidder/s at any point of time during finalization of the contract.
- (6) Commercial bids of the bidder will be opened only if all the technical requirements are fulfilled and qualified through technical evaluation. Hence the bidders are advised to upload all the required documents carefully.
- (7) Corrigendum regarding the tender if any, will be published in BEML Website & NIC portal before the tender closing date. Bidders to make note of the above and check before tender closing date / time to know the latest communication / updates.
- (8) The tender documents will be considered at the sole discretion of M/s BEML Ltd, whose decision in the matter will be Final & Binding.

3.2 PART B - Submission of Price Bid (Through NIC)

Sl. No.	Description	Plant/ RODO	Qty	Un	Quote in Rs.
1	AIO Desktop		01	No	To be quoted in NIC

- Prices are inclusive of all charges. No extra charges will be admitted.
- Price bid of only technically accepted / qualified offers will be opened subsequently.
- L1 will be arrived on total package basis.
- Incomplete/invalid tenders will be rejected and no correspondence will be entertained in case of rejection.

4. BEML NIC EPROCUREMENT PORTAL:

In order to submit the bid, the bidders have to get themselves registered online on the e-Procurement portal (<https://eprocurebeml.nic.in>) with valid Class 3 Digital Signature Certificate (DSC) issued from any agency authorized by Controller of

Certifying Authority (CCA), Govt. of India. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person.

BEML eProcurement Portal URL: <https://eprocurebeml.nic.in> (Click on "Online Bidder Enrollment" for registration)

The bidders have to accept unconditionally the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Commercial and General Terms & Conditions and special terms and conditions (if any), along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be accepted.

Language of Bid: All correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided they are accompanied by a certified true translation of the relevant passages in English language in which case, for purposes of interpretation of the bid, the translation shall govern. All such translated documents should bear the signature and stamp of the authorized signatory of the bidder, as a token of authentication of the same.

Price bid: The Price Bid/BOQ is to be filled up as per the requirement in terms of absolute value as indicated in BOQ.

The landed price will be calculated automatically by the system in the Excel Sheet. Thereafter, the bidder will upload the same Excel file during bid submission in **Cover-II (i.e. Price Bid / BOQ)**. The Price-bid will be in Item Rate BOQ format (total value wise evaluation) and the bidder may quote for all the tendered items and the L-1 status will be decided on total value basis. The Price-bids of the bidders will have no condition. The Price Bid which is not submitted as per instruction given above will be rejected.

Modification and Withdrawal of Bid:

- a. Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish before the deadline of submission of tender.
- b. No bid can be modified after the deadline for submission of bids.

Bidders may please visit the URL for self-help manuals:

URL: <https://eprocurebeml.nic.in/nicgep/app?page=BiddersManualKit&service=page>

FAQ URL: <https://eprocurebeml.nic.in/nicgep/app?page=FAQFrontEnd&service=page>

The following 24x7 help desk numbers may be contacted for technical support on bid submission on GePNIC Portal:

Contact Nos: 0120-4001002, 0120-4001005, 0120-4711508, 0120-6277787

eMail Support: support-eproc@nic.in

URL:

<https://eprocurebeml.nic.in/nicgep/app?page=FrontEndContactUs&service=page>

5. QUERY:

In case, if any other clarifications are required for any topic related to the RFQ, the same may be submitted in writing, via e-mail to the designated Point of Contact through email on or before bid closing date.

Contact Name & Address: The following officer can be contacted for any clarifications and / or bid submission:

BEML Limited, BEML Soudha,
23/1, 4th Main, SR Nagar,
Bengaluru - 560027

E-mail id: ravib@bemlltd.in with

Copy to david.gangte@bemlltd.in & anithak@bemlltd.in

6. TERMS & CONDITIONS OF TENDER:

- a. **Delivery Schedule:** 02-04 weeks from the date of receipt of purchase order.
- b. **Guarantee / Warranty:** Support period of 36 months with free upgrades.
- c. **Delivery Terms:** FOR BEML Soudha, Bangalore.
- d. **Purchase Order:** Purchase Order issued can be considered as valid if it bears a valid Digital Signature affixed by the Authorised Signatory of Purchase.
- e. **Payment Terms:** 100% Payment will be made within 45 days for MSEs & for others on 60th day from date of supply and Installation duly certified by user department.

For firms not agreeing with the above terms, their quotations will be suitably loaded with applicable cash credit interest while evaluation of price bids. No advance will be paid by BEML.

- f. **Treds Payment:** This Bid provides for Trade Receivables Discounting System (TReDS) as preferred mode of payment. For MSME sellers, payments will be processed through TReDS Platform, subject to applicable policy and regulatory guidelines. Accordingly, sellers are required to be registered with at least one TReDS exchange.
- g. **Award of Contract:** The contract will be awarded to the Bidder whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has offered the lowest evaluated bid.
- h. **Liquidated Damages (LD):** If the Supplier exceeds any agreed delivery date (s) or period(s), purchaser shall levy LD for such delay @ 0.5% per week (7days) and part thereof, subject to a maximum of 5% of the value of the delayed portion of the Purchase Order. GST at applicable rates shall be charged extra on the liquidated damages recovered.
- a. BEML Ltd need not necessarily accept the lowest offer.
- b. **Right of Buyer:** BEML reserves the right to accept or reject any bid in part or full without assigning any reason which shall be binding on the bidder.
- c. **Purchase Preference:** This NIT is governed by the clauses of MSE Purchase Preference provision.
- d. **Make In India (MII):** This NIT is governed by the clauses of MII Public Procurement Policy 2012 version and subsequent versions / Office Memorandums / Circulars.
- e. **Bid Validity:** The quoted price should be valid for a period of **180 days** from the date of opening of tender.
- f. BEML reserves the right to increase the quantity at the same price, terms and conditions during the pendency of the contract.
- g. **Termination:** BEML shall exercise the option to terminate the contract within one month notice in the event of Non-Performance/Poor Performance. BEML also reserve the right to review and modify the contract at any point of time during the contract period.

- h. Risk Purchase Clause:** In the event of Non Performance of the order, BEML reserves the right to avail the services from alternate source at the bidder risk and cost apart from recovery.
- i. Security:** The Bidder shall not disclose any information pertaining to BEML. The password/encryption keys/other secrets should be kept confidential. The Bidder should provide the list of personnel handling the password/encryption keys/other secrets if any. They should adhere to the security policies established by BEML.
- j.** Canvassing by bidders in any form including unsolicited letters on tenders submitted or Post tender corrections shall render their tender liable for rejection.
- k.** Incomplete offers are liable for rejection.
- l.** Offers not confirming to the above terms are liable to be ignored.
- m.** There can be only 1 set of bid from each Bidder.
- n.** BEML reserves the right to verify / confirm all original documentary evidence submitted by vendors in support of the eligibility criteria. Upon verification, evaluation / assessment, if any information furnished by the bidder is found to be false / incorrect, their total bid will be liable to be rejected and no correspondence on the same shall be entertained.
- o.** The bidder shall provide all other services not explicitly mentioned herein, but are required by the bidder to full-fill the intended specifications, to make the system operational and to meet the functionality mentioned in the bid.
- p. Price Variation Clause:** The rates quoted by the Bidder shall be firm throughout the contract period and there shall be no upward revision of the rates quoted by the Bidder for any reason what so ever.
- q. Liability / Accident:** The Bidder shall indemnify and keep indemnified BEML Limited against all losses and claims for injuries and damages to any person or property whatsoever which may arise out of or in consequence of the construction or maintenance of the work and against all claims, demands, proceedings, damages, costs, changes, expenses whatsoever in respect thereof in relation thereto.

- r. **Land Border sharing Certificate:** Restrictions under Rule 144(xi) of the General Financial Rules, 2017-Reference OM no. 6/18/2019 - PPD dtd. 23.07.2020 (read along with any subsequent clarifications/ amendments thereof) issued by Ministry of Finance, Public Procurement Division (<https://doe.gov.in/procurement-policy-divisions>). Bidder should submit both OEM & Bidder signed copy as per Annexure.

7. GENERAL TERMS & CONDITIONS:

(i) ARBITRATION:

For PSUs: In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

For firms other than PSUs: In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator to be appointed by BEML. The Arbitration proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 and Rules framed there under. The place of Arbitration shall be at Bangalore and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules.

Courts at Bangalore shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement.

(ii) FORCE MAJEURE CLAUSE:

Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser 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 Purchaser 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 Supplier or the acts on which the Purchaser 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 Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries.

Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall delivery schedule and make alternative arrangements including arrangements with third party for completion of deliveries and other schedules. Purchaser may takeover partly processed material at a mutually agreed price.

(iii) **APPLICABLE LAWS AND JURISDICTION OF COURTS:**

Indian laws both substantive and procedural, for the time being in force including modifications thereto, shall govern Contract. The competent Indian courts shall have sole jurisdiction over disputes between purchaser and the Supplier.

(iv) **INTELLECTUAL PROPERTY RIGHTS; LICENSES:**

If any Patent design, trademark or any other intellectual property rights apply to the delivery or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Supplier and by its employees or third parties involved by the Supplier for performance of the agreement belong to Purchaser.

The Supplier shall be obligated to do everything necessary to obtain or establish the above-mentioned rights. The Supplier guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Supplier shall indemnify the Purchaser against any (alleged) claims by third

parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof. "The Supplier shall comply with all applicable Labor Laws, particularly Contract Labor (Regulation & Abolition) Act, 1970, ESI Act, Gratuity Act, Payment of Bonus Act, Payment of Minimum Wages Act, Provident Fund Act etc., and Rules framed therein from time -to- time and the Supplier shall indemnify the Company for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier".

(v) **BRIBES AND GIFTS:**

Any bribe, commissions, 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 on 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 Ltd., 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 for payment of any loss or damage resulting from any such cancellation to like extent, the supplier shall be liable for any loss which BEML may sustain on that account. Any question or dispute as to the commissions 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.

(vi) **JURISDICTION:**

Courts at Bangalore alone shall have jurisdiction to decide any issue/dispute arising out of the Arbitration or this Purchase Order in exclusion of all other Courts. However, jurisdiction of any other court may be accepted by mutual discussion and agreement by and between the Company and the Supplier.

(vii) **DRAWINGS AND DOCUMENTS:**

Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties.

The Supplier shall, as per agreed date/s but not later than the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. All intellectual properties, including designs, drawings and product information etc. exchanged

during the formation and execution of the Contract shall continue to be the property of the submitting party.

(viii) **NON-DISCLOSURE AND INFORMATION OBLIGATIONS:**

The Supplier shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser. The Supplier shall not reveal confidential information to its own employees not involved with the tender / Contract & its execution and delivery or to third parties. The Supplier shall not be entitled to use the Purchaser's name in advertisements and other commercial publications without prior written permission from Purchaser.

Further to above, the supplier shall not divulge/share any data/information collected through the survey/findings of the survey to any person /firm. The complete process/assignment shall be treated as confidential.

(ix) **DURING ARBITRATION**

"Supplies under this Purchase Order, if reasonably possible, may continue by mutual agreement during the dispute / Arbitration proceedings".

(x) **PROGRESS REPORT:**

The supplier shall regularly inform the progress of work and in such form as may be called for by the Purchaser from time to time. The submission and acceptance of such reports shall not prejudice the rights of the Purchaser in any manner.

(xi) **CONTRACT VARIATIONS: INCREASE OR DECREASE IN THE SCOPE OF SUPPLY:**

Purchaser may vary the contracted scope. If the supplier is of the opinion that the variation in scope has an effect on the agreed price or delivery period, purchaser shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards to the price and delivery period and the effect this scope will have on the other contracts under execution by the supplier. The supplier shall not perform additional work/ altered scope of work without the written instructions/amendment to the Purchase Order to that effect. The Purchaser also reserves its rights to decrease the scope of supply placed against Purchase Orders under due intimation to the supplier. Such decrease may be warranted due to defective goods or Policy Decisions of the ManaSRMent of the Purchaser. And in such an event, the Supplier shall not have any claims or right against the Purchaser.

(xii) **NON-WAIVER OF DEFAULTS**

If any individual provision of the Contract is invalid the other provisions shall not be affected. The failure of BEML to insist upon performance of the Contract, to enforce any of the terms and conditions of this Contract or to exercise any right or privilege granted to BEML under this Contract or under law, shall not be construed as a waiver and the same shall continue in full force and effect.

(xiii) **ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:**

The supplier is not permitted to subcontract the delivery or any part thereof to third parties or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from Purchaser. Any permission or approval given by the Purchaser shall, however, not absolve the supplier of the responsibility of his obligations under the contract.

(xiv) **INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:**

Commitment by Purchaser:

Purchaser commits to take all necessary steps to prevent corruption in connection with the execution of the Contract.

Commitment by the Contractor:

The Contractor (s) commit (s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision for the benefit for which he is not legally entitled. The contractor (s) will not commit any offence under the relevant Acts. The Contractor (s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or documents provided by Purchaser as part of business relationship.

The Consultant (s) will not enter with other Firm (s) / Consultant(s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Consultant(s), before award or during execution of the consultancy Contract commit(s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, Purchaser is entitled to disqualify the consultancy contractor(s) from the consultancy process or terminate the contract and / or take suitable actions as deemed fit.

(xv) **APPLICABILITY OF TDS UNDER INCOME TAX ACT 1961:**

- a. Tax deduction at source will be applicable on the supplies made by domestic vendors against service purchase orders at the rate as applicable and will be deducted from the invoice at the time of accounting of invoice (or) at the time of payment, whichever is earlier as per income tax Act 1961.
- b. Tax deduction at source will be applicable on the supplies made by foreign vendors against service purchase orders at the rate as applicable and will be deducted from the invoice at the time of accounting of invoice (or) at the time of payment, whichever is earlier as per income tax Act 1961 or as per law of land as well as Double Taxation Avoidance Agreement (DTAA) between countries.

Annexure - A

Ref:- Bid Number: _____ Dated: _____

CONFIRMATION ON SCOPE OF WORK

To:
The General Manager (Corporate Materials),
M/s. BEML LTD
Bangalore-27

Dear Sir,

We, M/s.have gone through the scope of work of the tender document **SUPPLY AND INSTALLATION OF ALL-IN-ONE DESKTOP**. We are hereby confirming our acceptance to all points of scope of work without any deviation and we will execute the assignment as per the scope of work.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

Annexure - B

Ref:- Bid Number: _____ Dated: _____

UNDERTAKING

To:
The General Manager (Corporate Materials),
M/s. BEML LTD
Bangalore-27

Dear Sir,

Having examined the tender document for **SUPPLY AND INSTALLATION OF ALL-IN-ONE DESKTOP**, the receipt of which is hereby duly acknowledged, we, the undersigned, hereby confirming that we read, understood and accepting all the terms & conditions available in the tender. Further, we indicate that upon selection, we will execute the assignment as per the tender terms and conditions.

We, also hereby confirm that our team members do not connect or make any attempt to connect BEML's intranet to any external network.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

Annexure - C

Ref:- Bid Number: _____ Dated: _____

UNDERTAKING

- a. This is to certify that _____ (Name of the Firm) has not been banned / black listed / debarred from Trade by any Central / State Govt. Dept. / Autonomous Institution / PSUs in India at the time of bidding.
- b. Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons. (including their affiliates or subsidiaries or Contractors/ subcontractors for any part of the contract)
- c. Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition

I / we hereby certify that all the information given above is factual.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

Annexure - D

Ref:- Bid Number: _____ Dated: _____

COMPLIANCE REPORT

Sl. No.	Description	Complied Yes/No
1	Operating System - Windows 11 Pro or Higher	
2	Processor Name - Intel® Core™ i7-1355U (up to 5.0 GHz with Intel® Turbo Boost Technology, 12 MB L3 cache, 10 cores, 12 threads) or latest	
3	Processor Family - 13th Generation Intel® Core™ i7 processor or latest	
4	Memory - 16 GB DDR4-3200 MT/s (1 x 16 GB) RAM (Expandable to 32GB) or latest	
5	OS Hard Drive - 512 GB PCIe NVMe M2 SSD	
6	Display - 68.6 cm (27) diagonal	
7	Graphics - Intel® UHD Graphics 770	
8	In-built Webcam - OEM In-built Webcam with 5MP privacy camera	
9	In-built Audio Speakers Dual 2 W speakers	
10	I/O Port location: Rear, Ports: 1 USB Type-C® 5Gbps signaling rate; 2 USB Type-A 5Gbps signaling rate; 2 USB 2.0 Type-A; 1 headphone/microphone combo; 1 RJ-45, Wireless: Realtek Wi-Fi 6 (2x2) and Bluetooth® 5.4 wireless card, Network interface: Integrated 10/100/1000 GbE LAN, Expansion Slots: 2 M.2 (1 for SSD, 1 for WLAN), Video connectors: 1 HDMI-out 1.4	

11	Keyboard - OEM Wireless Keyboard and mouse combo	
12	Installation & Commissioning	
13	Warranty - 3/3/3 Years	

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

Annexure - E

Ref:- Bid Number: _____ Dated: _____

DETAILS TO BE FILLED/ UPLOADED BY THE PARTICIPATING FIRM

Sl. No.	Description	Details to be filled/uploaded
1	Name of the Firm & Postal address for correspondence (With name of the Contact Person) with telephone number, fax and email ID	
2	Bank Details like Bank account numbers & IFSC code with Banker's Name, Address & Contact No.:	Bank account numbers:- IFSC Code: Banker's Name:- Address:- Contact Number:-

I / we hereby certify that all the information given above is factual.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

Annexure - F

Ref:- Bid Number: _____ Dated: _____

**Special Conditions arising out of implementation of GST
(Which is to be signed and submitted along with the offer)**

Tax Indemnity Clause

1. The supplier of Goods / Services shall comply with all the procedural requirements and relevant provisions under GST Law so as to enable BEML Limited (BEML) to avail Input Tax Credit (ITC) in a timely manner. BEML has the right to recover tax loss along with consequential interest and penalty suffered by BEML due to any non-compliance of tax laws by the supplier. Any GST liability arising on the supplier on account of loss of GST credits for reasons such as failure of the supplier to provide the details for raising invoice with necessary particulars, delay in payment of consideration beyond stipulated time period and the interest thereon would be on the suppliers themselves and BEML shall not be liable to compensate the same.
2. The supplier shall ensure that the Taxes which have been collected / with-held on behalf of BEML have been duly paid / will be paid to the Government account within the due dates specified under various Tax Laws in India and Rules made there under. It may please be noted that if BEML is not able to avail any tax credit due to any short coming on the part of the supplier (which otherwise should have been available to BEML in the normal course), then the supplier at his own cost and effort will get the short coming rectified. If for any reason the same is not possible, then the supplier will make 'good' the loss suffered by BEML due to the tax credit it lost in that transaction.
3. Under the GST Law, any economic or tax benefit arising out of the implementation of GST is mandatory and required to be passed on to BEML by the supplier. Similarly, the benefits enjoyed by the supplier and other players in the supply chain are also required to be passed on to the supplier by them, which in turn shall be passed on to BEML by way of price reductions. The suppliers shall indemnify BEML against any direct or indirect loss arising out of not passing on the aforesaid benefits. As responsible suppliers of BEML, the responsibility to pass on the above benefits vests with the supplier and BEML reserve the right to seek the manner in which such benefits is passed on to BEML.
4. Any amount paid to the suppliers including job-workers / sub-contractors shall be first attributable to the GST Tax charged in the invoice and the balance shall be considered towards the 'value' of supply of goods / services.

5. Timely provision of invoices / Debit Note / Credit Note: The supplier has to timely provide invoice / Debit Note / Credit Note to enable BEML to claim tax benefit on or before stipulated time period as per GST Law. All necessary adjustment entries (Credit Note, Purchase Returns, Debit Notes) shall be made before September of the succeeding Financial Year.
6. HSN for goods shall be specifically included to avoid disagreement on classification at a later stage.
7. BEML shall identify the Place of supply to enable to avail the GST credit at right location.
8. Advance payment if any made before supply of goods/services or raising of invoices, would attract GST. In case of receipt of advance, the supplier undertakes to raise the necessary statutory document. Further the supplier declares to raise the prescribed documentation governing the movement of goods.
9. Any known discount shall form part of terms of the agreement to enable Supplier / BEML to claim tax adjustment.
10. THREE copies of the invoices are mandatory and need to be provided by the suppliers and **wherever the law requires, an Electronic Reference Number for each invoice should be provided**. Further, the invoices for supplies shall clearly bear the GSTIN No. / UID No. along with purchase order number and date accompanied by despatch advice and date of packing list.
11. Wherever applicable, BEML has the right to deduct "Tax deducted at source" at the rate prescribed under the GST law and remit the same to the Government of India.
12. Any local levies and or other charges levied by any Central / State / Local authorities wherever applicable shall be extra and supplier shall be liable to discharge the same.
13. The supplier shall be responsible to issue documents required for movement of goods and the logistic partner shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents, deficiencies in documentation or any wrong declaration.
14. Any Liability arising out of dispute on the tax structure, computation and payment to the Government will be to the Supplier's account.
15. Where the supply of goods / services are liable to GST under reverse charge mechanism, then the supplier should clearly mention the category under which it has been registered and also that "the liability of payment of GST is on the Recipient of Service".

16. The invoice should be clearly specified with any abatement, if any claimed or otherwise from the Taxable Value, while calculating the GST.
17. The Bid evaluation criteria will include but not limited to 'GST Compliance rating' when introduced and operational by GSTN. The Purchase Order shall be void, if at any point of time the supplier is found to be a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal:_____

Annexure - G

Ref:- Bid Number: _____ Dated: _____

LAND BORDER COMPLIANCE CERTIFICATE

Bidders having beneficial ownership in countries which share land border with India

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent Authority.
- II. "Bidder" (including the term 'tenderer', consultant' or service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies) every artificial juridical person not falling in any of the descriptions of bidders stated here in before, including any agency branch or office controlled by such person, participating in a process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this order means:
 - a. An entity incorporated, established or registered in such country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
 - a. "Controlling ownership interest "means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreement s or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent Authority.

I/we have read the clause regarding above terms and conditions regarding restrictions on procurement whether goods, services (including consultancy service and non-consultancy services) or works (including turn key projects).

I / We _____ are not from a country which shares land border with India and as per the above terms and conditions are eligible to participate in this tender.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____
