

BEML LIMITED

(Schedule 'A' Company under Ministry of Defence, Govt of India)

"BEML SOUDHA " 23/1, 4th Main, S.R. Nagar, Bangalore 560027

Phone: 080 22963245. Email: mahesh.p@bemltd.in, purchase.hq@beml.co.in

TENDER No: 6300038762

Date: 21/03/2024

TENDER DOCUMENTS

Request for Quotation for Designing, scanning, DTP for printing & supply of BEML Magazines for a period of 02(Two) Years from Bangalore Firms only

Last date for submission of the bid is 05/04/2024 before 14:00hrs
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**BEML Limited,
Corporate Office,
BEML Soudha, 23/1, 4th Main, SR Nagar,
Bangalore – 560027**

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1. Introduction

General Information

BEML LTD is a leading public sector undertaking under the Ministry of Defense for manufacturing a wide range of mining, earthmoving, railways and defense truck & equipment.

BEML LTD has manufacturing divisions in Bangalore, Mysore, KGF and Palakkad with Head Quarters at Bangalore.

2. Bid Submission Process

You are required to submit bid in three parts viz. **Pre-Qualification bid, Technical bid and Commercial bid**. BEML may at its sole discretion amend the bidding documents at any time prior to the deadline for submission of bids. However, in case of such amendment, the bid submission date may be extended at the discretion of BEML. Amendments made prior to submission of bid will be provided in the form of corrigendum to the bidding documents and will be posted on the BEML website (http://www.bemlindia.in/tender_hq.php).

BEML LIMITED invites tender from Manufacturers per following details:

Description	Request for Quotation for Designing, scanning, DTP for printing & supply of BEML Magazines for a period of 02(Two) Years from Bangalore Firms only
Delivery	Despatch Details: BEML Magazine to be despatched in a proper packed condition to the Units at Bangalore, KGF, Mysore, Palakkad, HQ(B'lore) on Pre-paid Door Delivery basis through reputed courier/transporter at Printer's cost.
Validity of Price	The quoted price/rate should be firm and valid for acceptance for a period of 02 Years .

Note: To participate in this e-tender you should have Valid Class 3 digital signature.

Vendors willing to participate in the tender may contact through e-mail: admin.srm@beml.co.in to obtain the user name & password for submitting the bids.

In case of any queries relating to bid submission, you may send the same by e-mail to admin.srm@beml.co.in or you may contact BEML SRM Team on phone no. 080-22963269/141.

The last date for submission of the bid is on or before 05/04/2024 @ 14.00hrs.

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This Tender consisting of three parts:

Part - A	Pre-Qualification Bid i.e. Submission of EMD (Earnest Money Deposit) through Manual mode or Online payment (submit copy of the online payment receipt in sealed envelope)
Part - B	Technical Bid i.e. Submission of Technical Bid through e-mode on BEML SRM system
Part - C	Commercial Bid i.e. Submission of Price Bid through e-mode on BEML SRM system

Part A – Pre-Qualification Bid i.e. Submission of EMD (online / manual mode) (submit copy of the online payment receipt in sealed envelope if online payment is done)

1. Earnest Money Deposit (EMD):

EMD amount of Rs 26,000/- can be paid online or can be submitted in the form of Demand Draft / Banker's Cheque/ Online payment.

Online Payment of EMD amount can be made as mentioned below:

- Open the following link:
<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359>
- Read the terms & conditions, tick the acceptance box and click on Proceed.
- In 'Select State' dropdown, select All India and click on the Go button.
- In 'Select Payment Category', select EMD/ Tender Fee.
- Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount of Rs 26,000/-

Please ensure that online payment of EMD amount is made well ahead of the EMD Submission Date & Time mentioned in the Tender.

Payment of EMD amount through DD / Banker's Cheque:

- EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque for **Rs.26,000/-** (Rupees Twenty-Six Thousand only) drawn in favor of BEML Ltd, Bangalore payable at Bangalore.
- The above said Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate/ Online payment receipt shall be submitted in **Sealed envelope** duly super scribing the **Bid Invitation No. 6300038762 dated 21/03/2024, Closing date 05/04/2024 Time 14:00 Hrs.** at the top of the envelope. The words **"PRE-QUALIFICATION BID"** shall also to be written in bold letters at the top of the envelope. The name and address of the bidder shall be printed or written legibly on the left-hand bottom corner of the envelope.

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Please attach the details duly filled-up for refund of EMD amount in the following format along with the DD / Banker's Cheque for EMD:

BANK NAME	
BRANCH NAME	
CITY	
IFSC CODE	
ACCOUNT NO	
BENEFICIARY NAME	

The above sealed envelope has to reach the address as mentioned below on or before the closing date & time of the tender.

Manager (Corporate Materials)
BEML LIMITED., Room No.1
BEML SOUDHA, 23/1, 4th Main,
S.R. Nagar, Bangalore – 560 027
KARNATAKA, India

Alternatively, it can also be dropped in the Tender Box which is kept in Room No.1, Ground Floor, BEML Soudha, SR Nagar, Bangalore.

- c) Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.

Note: Bidder shall ensure that their EMD (DD)/EMD Exemption Certificate/ Online payment receipt is dispatched well in advance so that it reaches this office before the time and date stipulated. Requests will NOT be entertained for late receipts.

General Instructions with regard to EMD:

- Quotation submitted online without submission of EMD/EMD Exemption Certificate/ Online payment receipt in-time will not be considered.
 - EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
 - EMD lesser than Rs. 26,000/- will not be accepted and the quotation is liable to be rejected.
 - EMD of technical disqualified bidder's will be returned back. EMD of successful bidder will be returned back after submission of Performance Bank Guarantee.
-

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- e) EMD does not carry any interest on return.
- f) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
- g) EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker's Cheque / NSIC certificate, / MSME Certificate/ Online payment receipt (firms claiming EMD exemption) etc to be submitted through courier/post in a sealed cover, super scribing the bid number and closing date, address etc. before the bid closing date. Failure to do so will result in rejection of the bid.
- h) Tender shall be opened **on closing date i.e. 05/04/2024 @ 15:00hrs**
- i) No responsibility will be taken for postal or non-delivery/non-receipt of EMD/firms claiming EMD exemption.

PART B – Submission of Technical Bid (Through e-mode on BEML SRM System)

Please upload the following documents in the C Folder in the system as part of Technical Bid.

The following documents signed with company seal are to be scanned and uploaded in the C Folder:

1. General Data in respect of your company as per Annexure 'A'
2. Undertaking as per Annexure 'B'
3. Undertaking as per Annexure 'C'
4. Special Conditions as per Annexure 'D'

Note:

1. Technical bid will be opened first subject to receipt of original DD/Exemption Certificate/ Online payment for EMD.
2. The vendors must ensure that the documentary proofs to substantiate clauses above are given, without which the bid is liable to be rejected.
3. Relevant documents are to be meticulously uploaded by the bidder and the bid will not be considered if any of the documents is not uploaded.
4. Please ensure that no price details are mentioned in the technical bid (attachments to the C Folder). Offers with price details in technical bid (under part B) will not be considered and their offer will be rejected.

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PART C – Submission of Price Bid (Through e-mode on BEML SRM system)

Commercial Bid: Price bid to be submitted as per the format by clicking on **Item Data** tab in SRM.

Please enter the prices in item data in the system against each item. Applicable GST details or any other commercial details may be entered under bidder's remarks against each item.

Bidder has to quote basic price and applicable GST in the item data column. Applicable GST can be selected from the dropdown box. In case any applicable GST are not available in the dropdown box, the same may be clearly mentioned along with the % in the #Bidders remarks#.

The Commercial bids of only technically qualified bidders approved by BEML Limited shall be opened subsequently.

2. Terms and Conditions

1. The quotation should be complete in all respects and free from ambiguity.
2. Price should be quoted in Indian Rupees only
3. FAX/Email quotations are not accepted.
4. Transit Insurance, P & F Charges, Handling Charges etc., to vendors account.
5. **Delivery Schedule:** Within 15 days after approval of final proof
6. **Payment Terms:** 100% after receipt & acceptance – 60 days
7. **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.
8. **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/encash of EMD/PBG.
9. **Jurisdiction:** No legal proceeding to enforce any claim and no suit arising out of this contract shall be instituted except in a court of competent jurisdiction located in Bangalore, Karnataka.
10. **Packing Clause:** Goods are to be packed in conformity with standards prescribed by BEML

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11. **Delivery:** BEML Magazine shall be delivered within 15 days from the date of approval of final proof to all locations as per dispatch details mentioned below:

Despatch Details: BEML Magazine to be despatched in a proper packed condition to the Units at Bangalore, KGF, Mysore, Palakkad, HQ(B'lore) on Pre-paid Door Delivery basis through reputed courier/transporter at Printer's cost.

12. **Right of Buyer:** BEML reserves the right to partially or totally accept or reject any/all bids placed in the Tender Notice without assigning any reason whatsoever.

13. **Termination:** In the event of any breach by the bidders 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 bidders or on the part of his employees, BEML shall be entitled to terminate this agreement forthwith without giving any notice.

14. BEML Ltd need not necessarily accepted the lowest offer.

15. Offers not confirming to the above terms are liable to be ignored.

16. Successful Bidder is required to submit Performance Bank Guarantee for 5% of tender value drawn in Nationalized Banks/ scheduled Banks valid for 25 months from the date of the contract.

Kindly Note:

- a) If GST is not mentioned separately in the item data/bidders' remarks, it will be considered as the price quoted is inclusive of GST.
- b) If validity of the price is not mentioned in the bidder's remarks, it will be considered as per terms and conditions of the tender enquiry.
- c) If payment terms are not mentioned in the bidder's remarks, it will be considered as per terms and conditions of the tender enquiry
- d) If minimum delivery schedule is not mentioned in the quote, it will be considered as per terms and conditions of the tender notice.

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TENDER No: 6300038762

Date: 21/03/2024

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 Name: Address: Bank account number: IFSC code:
4	Cancellation of Cheque	Scan copy through SRM Platform
5	PAN Number	
6	GST Number	
7	Description of Business & Business background	

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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TENDER No: 6300038762

Date: 21/03/2024

Annexure-‘B’

UNDERTAKING

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.

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Date: 21/03/2024

Annexure-‘C’

UNDERTAKING

To:

The General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

Having examined the Bid # **6300038762** dated 21/03/2024 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.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Annexure-'D'

GST Terms & Conditions

1. The Supplier is required to comply with all the applicable provisions of the GST Laws/Rules/Notifications/Circulars and to furnish required documents/details within the prescribed time limit to enable BEML to claim the benefits of GST Input Tax Credit or any other benefit.
2. The Supplier is required to furnish proper Invoice/Supplementary Invoice/Debit Note/Credit Note in the form and manner prescribed under GST Laws/Rules/Notifications/Circulars containing all the particulars mentioned therein and within the prescribed time limit as per prevailing GST Laws/Rules/Notifications/Circulars. In case of non-compliance by the Supplier, BEML shall not make any payment towards GST against such invoice until it is complied with within the timeline prescribed under GST Laws/Rules/Notifications/Circulars, and also subject to BEML being in a position to avail GST Input Tax Credit as per applicable GST Laws/Rules/Notifications/Circulars.
3. In case of discrepancy in the data uploaded by the Supplier in the GSTN portal or in case of any shortages or rejection in the supply, BEML will notify the Supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue Credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the prescribed time limit to enable BEML to avail GST Input Tax Credit.
4. In case, the availment of GST Input Tax Credit by BEML is delayed for any reason other than those attributable to BEML, interest at applicable rate as prescribed under GST Laws/Rules/Notifications/Circulars for such delays shall be recovered from the Supplier.
5. In case Supplier delays declaring such invoice in his GST Return and GST Input Tax Credit availed by BEML is denied or reversed subsequently as per GST Laws/Rules/Notifications/Circulars, GST amount paid by BEML towards such reversal as per GST Laws/Rules/Notifications/Circulars shall be recoverable from Supplier along with applicable interest.
6. If BEML has not paid/short paid to the Supplier for any invoices within the time limit prescribed under GST Laws/Rules/Notifications/Circulars due to non-compliance of GST Laws/Rules/Notifications/Circulars by Supplier or any other reason attributable to Supplier and leads to any GST Input Tax Credit reversal by BEML, any losses/expenses/cost/penalty, etc. incurred by BEML shall be recoverable from the Supplier.
7. Wherever applicable, BEML will have the right to deduct "Tax Deducted at Source" at the rate prescribed under the GST Laws/Rules/Notifications/Circulars and to remit the same to the Government.
8. In case of supplies made under Reverse Charge Mechanism, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Services and raising of invoice, so as to enable BEML

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to remit applicable GST to Govt., within the prescribed time limit and avail GST Input Tax Credit on the same. If the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier. Further the Supplier has to mention that "the liability of payment of GST amounting to Rs is on the Recipient of Service" in the invoice raised on BEML.

9. The Supplier is required to comply with the E-Way Bill Provisions under GST Laws/Rules/Notifications/Circulars. If the Supplier fails to comply with the said provisions and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier.
 10. In case of materials/goods issued to Supplier for Job Work, the Job Work Supplier is required to return the goods within the time limit prescribed in the Purchase Order. If the Job Work Supplier fails to return the goods as above, BEML will be entitled to raise a GST Supply Invoice on the Job Worker Supplier with applicable interest as per the provisions of GST Laws/Rules/Notifications/Circulars. In such cases, BEML will be entitled to recover all such GST/interest on GST /losses/expenses/cost/penalty, etc. incurred by BEML along with interest from the Job Work Supplier. Further in such cases where the GST invoice has been raised by BEML, on return of such goods after the prescribed time limit, the Job Work Supplier needs to return the same under GST invoice.
 11. GST portion of the invoice shall be released only upon the Supplier declaring such invoice in his GST Return and payment of GST thereof to appropriate government and satisfying all the conditions mentioned above. However, in case the Supplier wishes to obtain the payment of GST portion also along with the payment of the base value of the invoice, Supplier has the option to submit Bank Guarantee of an amount equivalent to the GST portion of the invoice plus 3 months' interest at prevailing rate of interest under GST Laws/Rules/Notifications/Circulars as applicable in case of reversal of GST Input Tax Credit. Such Bank Guarantee shall be valid till 30th September of the next financial year or filing of GST Annual Return by Supplier/Vendor (for which such invoice pertains to), whichever is earlier. BEML will release Bank Guarantee only when the Supplier declaring such invoice in his GST Return and remittance of GST thereon to the Govt. In case the Supplier fails to fulfil the required conditions resulting in BEML not been able to avail GST Input Tax Credit Bank Guarantee shall be encashed and such GST amount along with interest and any other cost/loss incurred by BEML shall be recoverable from Supplier.
 12. The Supplier have the option to give one Bank Guarantee of appropriate value after considering his estimated value of GST involved in invoices raised on BEML instead of Bank Guarantee for each Contract/Invoice. In case of payment through LC, suitable provisions/clause will be inserted while opening LC to ensure compliances of above conditions. However, if at any point of time value of such Bank Guarantee falls short of GST plus interest thereof, Supplier will have to either furnish Bank Guarantee for Differential value or such shortfall value of Bank Guarantee vis-à-vis GST plus interest thereof shall be withheld till Suppliers fulfils its obligations specified under above clauses.
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13. BEML will be entitled to recover all losses/expenses/cost/penalty, etc. incurred by BEML along with applicable interest from the Supplier due to reasons other than those attributable to BEML.
14. If the Supplier is a Composition/Unregistered Dealer, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Service and raising of invoice. In case, the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier along with applicable interest.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____