



BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

Regional office -35/1A, Taratala Road Kolkata – 700088

Phone : 033 24015287 FAX: 033 24015288.

TENDER No:

Date:

TENDER DOCUMENTS

REQUEST FOR QUOTATION FOR HIRING OF M-SAND BAGS AND MANPOWER FOR LOADING, UNLOADING AND DISPOSAL AT CENTRAL PARK DEPOT (METRO RAIL) OF KMRCL (SALT LAKE)

| |
|---|
| Last date for submission of the bid is as per SRM (Open) Tender |
|---|

BEML Limited,
Regional office
35/1A, Taratala Road Kolkata – 700088
Phone :033 24015287,24012688

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Table of contents

| Sl. No | Particulars | Page No |
|--------|---|---------|
| 1 | Introduction | 03 |
| 2 | Bid Submission Process | 03-07 |
| 3 | Terms and conditions | 08-09 |
| 4 | Scope of works | 10-12 |
| 5 | General Data in respect of your company as per Annexure 'A' | 13 |
| 6 | Undertaking as per Annexure 'B' | 14 |
| 7 | Undertaking as per Annexure 'C' | 15 |
| 8 | Technical Bid as per Annexure 'D' | 16 |
| 9 | Price Bid Format as per Annexure 'E' | 17 |
| 10 | Special Conditions | 18-19 |
| 11 | Check List | 20-21 |

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1. Introduction

General Information

BEML LTD is a leading public sector undertaking under the Ministry of Defence, GOI 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 and Regional offices throughout the country.

2. Bid Submission Process

You are required to submit bid in two parts viz. **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.

BEML LIMITED invites tender from Service providers as per following details:

| | |
|--------------------------|--|
| Description | Hiring of M-Sand Bags and manpower for loading, unloading and disposal sand bags at Central Park Depot (Metro Rail) of KMRCL (SaltLake). |
| Quantity | As per Scope of work. |
| Validity of Price | The quoted price should firm for a period of 90 days from the date of opening of tender. |

The last date for submission of the bid is on or before as per SRM (Open) Tender.

This Tender consists of two parts:

| | |
|-----------------|---|
| Part - A | Technical Bid, i.e. Submission of Technical Bid through SRM (Open). |
| Part - B | Commercial Bid, i.e. Submission of Price Bid through SRM (Open). |

Pre-Qualification Bid (Submission of EMD)

1. Earnest Money Deposit (EMD):

EMD amount of **Rs 32,000/-** can be paid online or can be submitted in the form of Demand Draft / Banker's Cheque/ EMD Exemption (MSE's registered Firms are eligible for exemptions as applicable in MSME Act, in respect of EMD and cost of tender forms fee. Such Firms shall submit relevant documents in proof of MSE)

Online Payment of EMD amount can be made in our Bank account details below:

A/C no.- 00000010959186252

NAME: BHARAT EARTH MOVERS LTD.

BRANCH: TARATALA INDUSTRIAL ESTATE (07026)

IFS CODE: SBIN0007026

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Date:

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:

a) EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque for **Rs 32,000/- (Thirty-Two Thousand only)** drawn in favour of BEML Ltd, Kolkata payable at Kolkata.

b) The above said Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate / Online Payment shall be submitted in SRM (Open) before closing hours as per SRM (Open).

Please **upload** 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 | |

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 is done before the time and date stipulated in SRM (Open).

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 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 32,000/-** will not be accepted and the quotation is liable to be rejected.
- EMD of technical disqualified bidder's will be returned. EMD of successful bidder will be released after supply and installation.
- EMD does not carry any interest on return.
- EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
- 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 (firms claiming EMD exemption) / Online payment, 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

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of the bid.

h) Tender shall be opened **on closing date as per SRM (Open)**.

i) No responsibility will be taken for postal or non-delivery/ non receipt of EMD/ firms claiming EMD exemption.

PART A – Submission of Technical Bid

Please **upload** the following documents in the SRM (Open) Tender as part of Technical Bid.

The following documents signed with company seal are to be scanned and **uploaded** folder:

1. Upload details of EMD submitted in the copy of Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate.
2. **Upload** General Data in respect of your company as per Annexure 'A'
3. **Upload** Undertaking as per Annexure 'B'
4. **Upload** Undertaking as per Annexure 'C'
5. **Upload** Scope of work (Page 10 to 12).
6. **Upload** Average Annual financial turnover during the last Three (3) years, ending 31st March of the previous financial year - **(copies of last 3 years Audited Balance sheets incl. Profit and Loss account statements, Income Tax returns to be **Uploaded**)**.

Details of Average Annual financial turnover during the last three (3) years, ending 31st March of the previous financial year to be provided in below format:

| Financial Year | 2022-23 | 2023-24 | 2024-25 |
|-------------------------------|---------|---------|---------|
| Annual turnover (Rs in Lakhs) | | | |
| Profit / Loss (Rs in Lakhs) | | | |

Instructions: Copies of the Audited Balance sheet along with the Profit and loss statement for the last Three (03) years duly certified by auditor shall be scanned and **uploaded along with the technical bid.**

7. **Upload Copies** of the work order and completion certificate issued by respective clients in the technical bid. If the completion certificate is from Private organization, the same shall be uploaded along with TDS certificate in the technical Bid, in support of Experience of having successfully completed similar works as asked in Eligibility Criteria during last five (05) years ending last day of month previous to the one in which applications (NIT) are invited.

8. **Upload** Firms **Acceptance to L.D clause**.

Liquidated Damages: 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 Order.

9. Filled in Check list to be **Uploaded in Technical Bid**

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ELIGIBILITY CRITERIA OF TECHNICAL BID

In the Technical Bid, the firm has to furnish (Upload) the following details / documents with regard to their Eligibility& experience etc:

CREDENTIALS i.e., EXPERIENCE / FINANCIAL STATUS ETC.

Intending Tenderers /bidders who meet the following eligibility criteria may quote for the tender.

Financial Position: Average Annual financial turnover during the last Three (3) years, ending 31st March of the previous financial year, should be at least **Rs 20,00,000/- as per SRM (Open)**.

Experience: Experience of having successfully completed similar works during last five (05) years ending last day of month previous to the one in which applications are invited.

- ☐ **NOTE:** Work order and completion certificate issued by respective clients shall be scanned and **uploaded along** with the technical bid.
- ☐ If the completion certificate is from Private organization, the same shall be scanned and **uploaded** along with the technical bid along with TDS certificate.

Details of Average Annual financial turnover during the last three (3) years, ending 31st March of the previous financial year.

| Financial Year | 2022-23 | 2023-24 | 2024-25 |
|-------------------------------|---------|---------|---------|
| Annual turnover (Rs in Lakhs) | | | |
| Profit / Loss (Rs in Lakhs) | | | |

Instructions- Copies of the Audited Balance sheet along with the Profit and loss statement for the last Three (03) years duly certified by auditor shall be scanned and **uploaded** along with the technical bid.

Geographical presence: The bidder should have registered office setup at **West Bengal** to provide prompt service.

Note:

1. Technical bid will be opened first subject to receipt of original DD/Exemption Certificate for EMD/ payment made through online.
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



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be considered if any of the documents is not uploaded.

4. **Please ensure that no price details are mentioned in the technical bid**

Offers with price details in technical bid (under part B)
will not be considered and their offer will be rejected

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3. General Terms and Conditions

01. Contract Period: As per scope of work

02. Payment:

a. As per scope of work

b. TDS at as applicable will be deducted and necessary deduction certificate will be issued by BEML Ltd.

03. Refund EMD:

EMD of the unsuccessful bidders shall be returned to them at the earliest after expiry of the Final bid validity and latest on or before the 30th day after the award of the contract.

Bid security of successful bidder will be converted as part of security deposits and the balance amount of security deposits will be met by the successful bidder.

04. Security Deposit/ Performance Bank Guarantee:

The Successful bidder is required to submit 3% of Contract / PO value as interest free security deposit / Performance Guarantee within 30 days of placement of PO towards the performance of the contract.

☐ Security deposit shall be refunded after the successful completion of contract period.

☐ Performance Security may be furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a PUBLIC SECTOR bank, Bank Guarantee from a PUBLIC SECTOR or online payment in an Acceptable form.

☐ Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier as per scope of work.

06. BEML LTD, has the right to short close this contract/ reduce the number of sand bag and manpower at any point of time, without assigning any reasons whatsoever, giving one month's notice.

05. Delivery Term: F.O.R. BEML Limited, Central Park Depot (CPD), Sector III, Near City Center I, Salt Lake, Kol-700064.

06. Price: Unit Rates quoted by the bidders shall remain firm till the completion of contract.

07. Deputation Liability:

a) BEML Ltd will not be responsible for any injury, damages etc. if caused to the service provider's assets or personnel while carrying out the activity as per scope of work at CPD Depot.

b) The necessary compensation should be borne by the service provider directly.

08. Risk Purchase Clause

In case of non-performance of the order placed on you, BEML Ltd will have an option to award the contract to an alternate source and recover the cost from you.

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09. Confidentiality

The successful bidder shall not divulge any information with regard to goods and documents etc. to any person or agency without express permission from BEML. In any such event the contract will automatically stand cancelled.

10. Right of Buyer

BEML reserves the right to partially or totally accept or reject any/ all bids without assigning any reason whatsoever. BEML Ltd also retains the right to allot the requirement to more than one bidder or consolidate the requirements among one or more bidders.

11. 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.

12. Business Share & Preference

BEML Ltd intends to consider 100% share on technically suitable & commercially most competitive supplier. However, the decision on share of business will be based on other factors like capacity, meeting service requirements, quality issues, etc. Preference will be given to bidders bidding for all designated location and at the same time remain most competitive.

13. Service Provider Interviews

The most competitive Service Provider may be asked for a presentation on their introduction, implementation scenarios and expectations.

14. 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 Kolkata, West Bengal.

Kindly Note:

- a) If taxes are 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 offer 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.

15. Liquidated Damages: 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 Order.

16. Escalation matrix: The bidder should clearly provide escalation matrix for resolving problems. If unresolved issues are pending, contract duration would be extended till satisfactory resolution of issues without any extra cost to BEML

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TENDER No:

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4. Scope of Work

Hiring of M-Sand Bags and manpower for loading, unloading and disposal at Central Park Depot (Metro Rail) of KMRCL (SaltLake).

ITEM DETAILS: AS MENTIONED BELOW

| Sl.No. | Item | Item Description | Qty (Nos) |
|--------|-----------|---|----------------|
| 1. | Sand Bags | Each bag filled with dry sand with packed weight of 30Kg and packed in double layered plastic bags to be supplied on rental basis for a period of 12 months, extendable as per need. | 4668 Nos. |
| 2. | Manpower | Manpower to be deployed for loading the designed quantity of bags in the train, unloading & preserving the bags in the depot and disposal of the sand bags on closure of the contract against scheduled information given one day in advance. | Around 20 Nos. |

| SI No | Technical requirement | Acceptance (‘Yes’ / ‘No’) | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-------|--|------------------------------|---------------------|--------------------|---------------------|--------------------|---------|---|------------------|-----|------|-----|----------------|---|--------------------|-----|------|-----|---|----------|-----|------|-----|---|------------------------|---------|------|-----|----------------|----------|
| 1 | The selected agency has to arrange for complete material, sufficient manpower and transportation of men and materials to / from depot and comply with schedule of sand bags as agreed with BEML at Central Park Depot and as per agreed terms and conditions. | Yes / No | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | <div>The requirement is of 30 Kgs M-Sand in double layered plastic bags at Central Park Depot of KMRCL for loading on 1 (one) 6-car train set to the below mentioned maximum designed load as per the approved test protocol based on type test;</div> <table><tr><th>SI</th><th>Type Testing</th><th>Load Condition</th><th>Max No of sand bags</th><th>Weight / TS (Tons)</th><th>Remarks</th></tr><tr><td>1</td><td>Temperature rise</td><td>AW4</td><td>4668</td><td>140</td><td rowspan="3">In 1 train-set</td></tr><tr><td>2</td><td>Energy consumption</td><td>AW4</td><td>4668</td><td>140</td></tr><tr><td>3</td><td>Full run</td><td>AW4</td><td>4668</td><td>140</td></tr><tr><td>4</td><td>Wheel-slide protection</td><td>AW4/AW0</td><td>4668</td><td>140</td><td>In 1 train-set</td></tr></table> <div>However, no. of bags is indicative and final quantity of sand must meet the weight specification as detailed above and as displayed in Train Display.</div> | SI | Type Testing | Load Condition | Max No of sand bags | Weight / TS (Tons) | Remarks | 1 | Temperature rise | AW4 | 4668 | 140 | In 1 train-set | 2 | Energy consumption | AW4 | 4668 | 140 | 3 | Full run | AW4 | 4668 | 140 | 4 | Wheel-slide protection | AW4/AW0 | 4668 | 140 | In 1 train-set | Yes / No |
| SI | Type Testing | Load Condition | Max No of sand bags | Weight / TS (Tons) | Remarks | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | Temperature rise | AW4 | 4668 | 140 | In 1 train-set | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | Energy consumption | AW4 | 4668 | 140 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | Full run | AW4 | 4668 | 140 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | Wheel-slide protection | AW4/AW0 | 4668 | 140 | In 1 train-set | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | The agency has to provide offer for supply, loading, unloading and disposal of sand bags. If any other subsequent loading and unloading activities are required e.g. 2 nd and 3 rd activities (Optional) based on requirement of BEML / KMRCL, the agency has to provide offer for the same also. | Yes / No | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| | | | | | | | | |
|---------|---|----------|-------|-------|---------|---------|---------|----------|
| 4 | The offer shall be inclusive of arrangement of material, transportation to the nominated depot, arrangement of manpower for loading and unloading, disposal after the complete testing on 6 car train-set. | Yes / No | | | | | | |
| 5 | The agency should deliver the good quality sand duly packed by using two thick plastic bags for preparing 30 Kg sand bag and should arrange and place in systematic manner after delivery at nominated depot at the allocated location. The agency must use double layer plastic sheets on floor of the train set to avoid any damage to floor due to ingress of moisture from sand. The loading / unloading of sand bags on 6 car train-set shall be carried out by deploying sufficient experienced manpower and shall be completed within 1 (one) day on receipt of advice from BEML one day in advance. | Yes / No | | | | | | |
| 6 | <p>The agency has to supply calibrated weighing machine at depot to ensure 30 Kgs weight of each sand bag prior to loading on 6 car train set and shall invariably comply with the total designed weight per car as follows;</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">DM Car</td><td style="text-align: center;">M Car</td><td style="text-align: center;">T Car</td></tr> <tr> <td style="text-align: center;">22 Tons</td><td style="text-align: center;">24 Tons</td><td style="text-align: center;">24 Tons</td></tr> </table> <p>The 6-car train set consists of 2 DM Cars, 2 M cars & 2 T Cars. Total weight of sand bags would be approximately 140 tons for 6 car train set under AW4 load condition.</p> | DM Car | M Car | T Car | 22 Tons | 24 Tons | 24 Tons | Yes / No |
| DM Car | M Car | T Car | | | | | | |
| 22 Tons | 24 Tons | 24 Tons | | | | | | |
| 7 | The agency has to keep the sand bags well tagged and safely for a minimum of 12 months duration at his risk & cost and keep all the material in good /intact condition till such time as advised by BEML at their custody. The agency shall ensure that the used sand is free from moisture and shall not emit foul smell at any point of time during storage / testing and also during storage at depot. The agency must properly cover the sand bags with tarpaulin to avoid ingress of moisture and loss of material due to rain. | Yes / No | | | | | | |
| 8 | Contract validity will be for a period of 12 months from the date of issue of work order. If required the contract can be further extended for a period of 4 months on same price, terms and conditions with mutual consent. | Yes / No | | | | | | |
| 9 | After completion of all type tests, the agency on receipt of intimation from BEML, shall carry out unloading of sand bags from 6-car train set and handover complete train set in neat and clean condition to depot. | Yes / No | | | | | | |

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TENDER No:

Date:

| | | |
|----|---|----------|
| 10 | <p>Payment terms will be as follows;</p> <p>a) 40% of contract value after supply of total quantity of sand bags at nominated depot and certification from BEML in-charge of depot.</p> <p>b) 40% of contract value after completion of 1st unloading activity of sand bags from 6 car train set and certification from BEML in-charge of depot.</p> <p>20% of contract value after proper train cleaning and handover to depot in good condition and on satisfactory work completion certificate issued by BEML in-charge of depot.</p> | Yes / No |
| 11 | <p>The agency will take all necessary safety measures as regards to men deployed by them for above job and paying at least minimum wages to their employees as deemed fit for the above job. All medical and other statutory requirements will be met by the agency at no additional cost to BEML. Also, the personnel deployed by the agency must not indulge into any un-professional activity within the work premises.</p> | Yes / No |

NOTE: State 'YES' / 'NO' as applicable in column (C).

a) Bidders not meeting the above said prequalifying criteria shall not be considered.

b) Submission of the Technical Compliance is compulsory to qualify for the Technical Bid.

Name and signature of authorized rep.
of Bidding firm with Seal

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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 account number: - Bank Name: - Address: - IFSC code: |
| 4 | PAN Number | |
| 5 | Service Tax / VAT /CST Number | |
| 6 | 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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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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Annexure - C

Undertaking

To:

The Regional Manager,

BEML Limited

Kolkata -88

Dear Sir,

Having examined the Bid # _____ dated _____ 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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Technical Bid

(** No price should be uploaded in notes & attachment section. **)

Annexure-D

Hiring of M-Sand Bags and manpower for loading, unloading and disposal at Central Park Depot (Metro Rail) of KMRCL (SaltLake).

ITEM DETAILS: AS MENTIONED BELOW

| SI No. | Item | Item Description | Qty (Nos) |
|--------|-----------|---|----------------|
| 1. | Sand Bags | Each bag filled with dry sand with packed weight of 30Kg and packed in double layered plastic bags to be supplied on rental basis for a period of 12 months, extendable as per need. | 4668 Nos. |
| 2. | Manpower | Manpower to be deployed for loading the designed quantity of bags in the train, unloading & preserving the bags in the depot and disposal of the sand bags on closure of the contract against scheduled information given one day in advance. | Around 20 Nos. |

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Annexure – E

Commercial Bid

Name of the firm / Company / Organization: M/s.....

QUOTATION: AFTER GOING THROUGH & UNDERSTANDING ALL TENDER TERMS INCLUDING FOLLOWING CONDITIONS, I/WE QUOTE UNIT PRICE AS BELOW

| SI No | Work activity | No of sand bags required | Unit Price to be quoted in figure in Rs. ** |
|-------|--|--------------------------|---|
| 1 | To provide 30Kg M-Sand bags and manpower on hiring basis for loading, unloading and disposal of 30 Kg M-Sand bags for First train set of 6 cars under AW4 condition (140 Ton Load) | 4668 Nos. | |
| 2 | To provide 30Kg M-Sand bags and manpower on hiring basis for loading, unloading and disposal of 30 Kg M-Sand bags for another train set of 6 cars under AW4 condition (140 Ton Load)- Optional | 4668 Nos. | |

** Unit price should include the cost towards required sand bags, labor for loading and unloading and transportation for supply & disposal of material and cleaning of train sets post unloading.

NOTE: THE CONTRACTOR MAY QUOTE "UNIT PRICE" AS REQUIRED ABOVE WHICH WILL BE THE BASIS FOR FINALISING THE CONTRACT ON FULFILLING TENDER TERMS.

Place:

SIGNATURE OF CONTRACTOR(S)
Seal and Address

Date:

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

Regional office -35/1A, Taratala Road Kolkata – 700088

Phone : 033 24015287 FAX: 033 24015288.

TENDER No:

Date:

**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 thereunder. It may please be noted that if BEML is not able to avail any tax credit due to any shortcoming 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 shortcoming 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 reserves the right to seek the manner in which such benefits are 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.

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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 is 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.

Place:

Date:

Company seal with signature

11. CHECK LIST: Filled in Check list to be Uploaded in Technical Bid

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TENDER No:

Date:

| Sl. | PARA/ POINT NO. | Have you uploaded the following? | Write Yes or No |
|-----|---------------------|---|-----------------|
| 1 | Part A, Point 1 | Upload details of EMD submitted i.e. copy of Demand Draft DD / Banker's Cheques/ online transfer/ EMD Exemption Certificate. | |
| 2 | Part A, Point 2 | General Data in respect of your company as per Annexure 'A' | |
| 3 | Part A, Point 3 | Undertaking as per Annexure 'B' | |
| 4 | Part A, Point 4 | Undertaking as per Annexure 'C' | |
| 5 | Part A, Point 5 | Annexure 'D'. | |
| 6 | Part A, Point 6 | Average Annual financial turnover during the last Three (3) years, ending 31st March of the previous financial year - <u>(copies of last 3 years Audited Balance sheets incl. Profit and Loss account statements, Income Tax returns to be Uploaded)</u> . | |
| 7 | Part A, Point 7 | Certified Copies of the work order and completion certificate issued by respective clients in the technical bid. If the completion certificate is from Private organization, the same shall be uploaded along with TDS certificate in the technical Bid, In support of Experience of having successfully completed similar works as asked in Eligibility Criteria during last Five (05) years ending last day of month previous to the one in which applications (NIT) are invited. | |
| 8 | Part A, Point 8 | Firms Acceptance to L.D clause. Liquidated Damages: 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 Order. | |
| 9 | Point 1(b) (page 4) | Please attach the details duly filled-up for refund of EMD amount in the | |



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TENDER No:

Date:

| | | | |
|--|--|---|--|
| | | given format along with the DD / Banker's Cheque for EMD | |
|--|--|---|--|

Filled in Checklist to be uploaded along with technical Bid.