

BEML LIMITED

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

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

Phone: 080 22963179

REF: CPC/11 KVA UPS

DT: 08.09.2025

NOTICE INVITING TENDER

**REQUEST FOR QUOTATION FOR SUPPLY & INSTALLATION OF 1 SET
OF 11 KVA UPS ALONG WITH MS RACK COPPER INTERLINK
AND 20 BATTERIES (12V 75 AH)**

LAST DATE FOR SUBMISSION OF BID IS ON OR BEFORE 18.09.2025 BY 14:00 HRS.

**BEML LIMITED,
Corporate Office,
BEML Soudha, 23/1, 4th Main, SR Nagar,
Bangalore - 560027**

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A. INTRODUCTION

BEML Limited is a leading public sector undertaking under the Ministry of Defence for manufacturing a wide range of Mining, Earthmoving, Railways and Defence truck & equipment.

BEML Ltd. has manufacturing divisions in Bangalore, Mysore, KGF and Palakkad with Head Quarter at Bangalore.

B. SCOPE OF SUPPLY: AS PER FOLLOWINGS:

- 1) Supply & Installation of 1 Set of 11 KVA UPS along with MS Rack Copper Interlink and 20 Batteries (12V 75 AH) at BEML Soudha B'lore.

TECHNICAL BID

SL. No.	Description	Qty	Complied Yes/No
1	Supply of 11KVA/192-240VDC 3 Phase Input & 3 Phase Output online Double conversion UPS Systems with built-in Isolation transformer. Warranty against manufacturing defect - 2 Years	1 No.	
2	Accessories Powder coated MS Rack Copper Interlink, Battery DC copper cables - 5 mts. between UPS and Battery Bank	1 Set	
3	Batteries 12V / 75AH Quanta/Exide batteries 20 Nos. on Each UPS.	1 Set	
4	Warranty: The Warranty Period for the UPS will be 24 months from the date of commissioning but no longer than 25 months from the date of delivery of Products to the buyer / battery will be 24 months from the date of commissioning but no longer than 25 months from the date of delivery of Products.		
5	Installation & Commissioning of UPS & Batteries.		
6	Supervision for installation by firm's scope.		
7	The battery to battery inter connection cable & DC cable upto 3 mtrs to maximum of 5 mtrs distance along with Racks shall be under firm's scope.		
8	Input & output cable supply, laying & termination by firm's scope.		
9	Delivery Period 3-4 weeks from the date of receipt of valid PO / signed contract / Advance / drawing approval whichever is earlier.		
10	Operational & Maintenance training for customer at site.		

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C. PROCEDURE FOR SUBMISSION OF QUOTATION

This Tender consisting of two parts:

Part A - Technical Bid i.e. Submission of Technical Bid

Part B - Commercial Bid i.e. Submission of Price Bid. Bidders should submit the price details in separate cover.

PART A - Submission of Technical Bid

Please submit the Duly signed Technical bid / Scope of Supply under the Technical Bid.

PART B - Submission of Price Bid

Firm have to submit the price bid for 1 Set of 11 KVA UPS along with MS Rack Copper Interlink and 20 Batteries (12V 75 AH) along with Installation & commissioning.

Sl. No.	Part No./Desc.	Qty	Price in Rs.
1	8630402180 / 11 KVA / 192-240 VDC UPS System	1 No.	To be submitted thru Manual mode
2	MS Rack Copper Interlink	1 Set	
3	Batteries 12V / 75AH Quanta/Exide batteries 20 Nos.	1 Set	

Note :

Both technical and price bids are to be submitted through Manual mode (registered post/courier in **sealed separate envelope**) duly superscribing as “**Tender Ref No. with closing date** and reach us on or before the tender closing date/time to following address:

**The Deputy General Manager,
Corporate Materials.
BEML LTD, 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.

D. EVALUATION OF BID:

- (1) After evaluating the technical bid, the Price bids of only technically qualified firms will be opened.

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- (2) 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) The Bidders must ensure that the documentary proofs to substantiate clauses above are given, without which their bid will not be considered.
- (4) **BID WILL BE REJECTED, IF ANY DOCUMENTS ARE NOT SUBMITTED AS PART OF TECHNICAL BID.**
- (5) BEML reserves the right to seek clarifications from the bidder/s for the documents submitted above by the bidder/s at any point of time during finalization of the contract.
- (6) Late / Un-solicited offers will be rejected.
- (7) Please ensure that no price details are mentioned in the Technical bid. Offers with price details in Technical bid (under Part A) will not be considered. Bid will be rejected, if price bid is submitted as part of Technical bid.

E. OTHER TERMS & CONDITIONS OF TENDER

1. The quoted price should be firm and fixed for the entire shipments.
2. In the tender document / quotation the figures written in words will be ultimately considered for commercial evaluation ignoring numerical figures in case of discrepancy noticed between the numerical figures of price & price written in words.
3. **Period of validity:** The tender shall remain valid for acceptance for a period of 90 days from the opening date of the bid.
4. **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.
5. **Delivery Terms :** DAP, BEML Limited, BEML Soudha, Bangalore. Firm has to supply the item and complete the Installation & commissioning within 3-4 weeks time from the receipt of the Purchase Order.
6. **Payment Terms:** 100% payment on 60th day from the date of receipt and acceptance. For MSEs payment term will be as per MSME act.
7. **Liquidated Damages (LD):** The date given for delivery shall be complied with. The supplier should be able to complete delivery as per the delivery schedule of purchase order. LD shall be applicable @ 0.5% per week or part of a week subject to maximum of 5% of the Purchase Order value.
8. **Risk Purchase Clause:** The supplier shall complete the delivery of the required materials as per the delivery schedule or else BEML shall procure the materials for

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- the undelivered quantity from anywhere else by invoking the Risk Purchase Clause and the additional expenditure, if any, incurred will be charged on the supplier.
- 9. 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.
- 10. 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.
- 11. Termination:** BEML shall exercise the option to terminate the contract with one month notice in the event of Non-Performance/Poor Performance and en-cash the PBG. BEML also reserve the right to review and modify the contract at any point of time during the contract period.

F. GENERAL TERMS & CONDITIONS

- 1. 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

- 2. 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

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other Courts. However, jurisdiction of any other court may be accepted by mutual discussion and agreement by and between the Company and the Supplier.

3. **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.

4. **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.

5. **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

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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”.

6. 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 hereof. 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.

7. 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.

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

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

8. DURING ARBITRATION

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

9. 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.

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10. 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 Management of the Purchaser. And in such an event, the Supplier shall not have any claims or right against the Purchaser.

11. 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.

12. 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.

Bidder have right to subcontract work in relation to installation, commissioning, operation and maintenance services, **core telecom work shall not be subcontracted.**

13. 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.

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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.
