**TENDER No: 6300038195 Date: 02.01.2023**

**TENDER DOCUMENTS**

**RATE CONTRACT FOR URGENT AND SMALL WORKS**

LAST DATE FOR CLOSING OF THE TENDER IS 23.01.2023

BEML Limited,

Corporate Office,

BEML Soudha, 23/1, 4th Main, SR Nagar,

Bangalore – 560027

1. **Introduction**

# General Information

BEML Limited, diversified Indian Multinational, supplying Global standard products to the Sectors such as Defence & Aerospace, Mining & Construction, Rail & Metro is known for its competiveness, in-house R&D, cost effective & creative solutions to the customers. BEML is poised for tremendous growth by leveraging its Technological capacity & Human capability. BEML LTD has manufacturing divisions in Bangalore, Mysore, KGF and Palakkad with Head Quarters at Bangalore. BEML has wide Marketing network, spread across the country.

The company intends to invite Bid Response from the interested and competent vendors to supply Computers (Desktops / Laptops with Mouse) with the requisite Software & support systems including unmanned Switch Port, LAN Wire (UTP Cables), WIFI Routers, USB Cables, Electrical Junction Boxes for conducting On-line Promotion Test, Workshops, Computer Training, Meeting etc on hiring basis, for a period of 2 years & extendable for 1 more Year.

**BID SUBMISSION PROCESS**

Bid response is invited 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 bid. 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.com/tender_hq.php) [)](http://www.bemlindia.com/tender_hq.php).

**Note:** To participate in this e- tender, the Service Provider should have Valid Class 3 organization digital signature with signing and encryption. Service Providers 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, the Service Provider may send the same by e-mail to **admin.srm@beml.co.in** or may contact BEML SRM Team on phone no. **080-22963269/141**.

**Annexure-A**

**TENDER CONDITIONS:**

1. Vendors should be registered with M/s BEML and have a valid vendor code.

2. We request you to submit your lowest non-negotiable best competitive price

a. In case of E – tender, Bids to be submitted through BEML SRM portal only and quotations received through any other modes such as e-mail, post, courier, fax etc will not be accepted.

3. The prices shall be on FOR BEML basis (for domestic suppliers) and FOB price (for overseas suppliers) and shall include packing & forwarding charges.

4. Quote should also indicate the Minimum lead time.

5 BEML reserves the right to avail the price offered for full quantity of the tender or part thereof or ignore the offer completely without assigning any reason whatsoever. BEML also reserves the right to increase the order quantity at the same rates and terms and conditions during the pendency of the contract.

6. The quoted prices should be firm and fixed for the entire shipments, unless otherwise agreed specifically in the contract with breakup of statutory levies if applicable.

7. 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.

8. Canvassing by bidders in any form including un-solicited letters on tenders submitted or post tender corrections shall render their tender liable for summary rejection.

9. Price Bid Validity: The Bid should be valid for 60 days (sixty days) from the date of tender opening. BEML’s acceptance of the tender at the quoted / negotiated rates will be binding on the tenderer during the tenure of contract

10. Payment term: 60 days from the date of supply duly certified by the User Department.

11. Break-up cost for the quoted price to be provided.

12. Supplies should be strictly as per the requirement projected. The item supplied should be GENUINE PART as it is used for OE requirement.

13. Indian Agents (of foreign suppliers) should submit valid Authorization letter from their principals (Foreign OE’s/ Traders / Dealers) along with the quotation.

14. Late / Un-solicited offers will be rejected.

15. In case of non adherence to delivery schedule, BEML reserves the right to cancel the order and Risk Purchase clause will be applicable as below.

16. If a Supplier fails to deliver the goods against an order by the delivery date agreed in the order or if he fails to perform in accordance with the contract conditions, he commits breach of contract. The breach generally gives the Buyers right to cancel the Order, besides claim for damages. The time of delivery can, however, be extended with the consent of both the parties and on such terms as agreed to by them.

17. At the time of granting of such extension of time for delivery, reservation could be made in respect of future increases in freight, custom duty, excise, sales tax, etc.

18 The suppliers will be responsible for the material to reach destination intact and transit insurance shall be arranged by them only. Delivery indicated in the tender enquiry is to be adhered to.

19 If the supplier exceeds any agreed delivery date(s) or period(s), Purchaser shall levy LD (Liquidated Damaged) for such delay at the rate of 0.5% per week(7 days) and part thereof ,subject to 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.

20 In case of late deliveries BEML reserves the right to return the material to vendor. Late supplies may be accepted by BEML if required for production by imposing LD clause.

21. This tender is governed by the General terms & conditions of BEML as detailed in Form No. 8205350535. (soft copy will be provided on request)

**Earnest Money Deposit (EMD)**:

**Earnest Money Deposit (EMD)**: EMD amount of Rs. 20,000/- (Rupees twenty thousand only) can be paid online or can be submitted in the form of Demand Draft / Banker’s Cheque. **Online Payment of EMD amount can be made as mentioned below:**

i) Open the following link:

**https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359**

ii) Read the terms & conditions, tick the acceptance box and click on Proceed.

iii) In ‘Select State’ dropdown, select All India and click on the Go button.

iv) In ‘Select Payment Category’, select EMD/ Tender Fee.

v) 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. 20000/-.

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 /Bank Guarantee**

a) EMD in the form of Account Payee Demand Draft (DD) / Banker’s Chequefor **Rs.20,000/-** (Rupees twenty thousand only) drawn in favor of BEML Ltd, Bangalore payable at Bangalore.

b) The above said Demand Draft DD / Banker’s Cheques/ EMD Exemption Certificate shall be submitted in **Sealed envelope** duly superscribing the **Bid Invitation No.6300038195 dated 02.01.2023**, **Closing date 23.01.2023 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.

|  |
| --- |
| The above sealed envelope has to reach the address as mentioned below on or before the closing date & time of the tender.  Dy. General Manager (Corporate Materials)  **BEML LIMITED**., Room No.2  BEML SOUDHA, 23/1, 4th Main,  S.R. Nagar,  Bangalore – 560 027  KARNATAKA, India  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 |

EMD lesser than Rs. 20000/- will not be accepted and the quotation is liable to be rejected.

d) EMD does not carry any interest on return.

f) EMD will be forfeited if 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 or NSIC certificate, MSME Certificate (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 23.01.2023 @ 15.00hrs**

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

j) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.

k) Quotation submitted online without receipt of EMD in-time will not be considered.

l) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.

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

Please upload the following documents in the ‘C-Folder Technical Attachments’ in the system as part of Technical Bid.

The following **documents signed with company seal** are to be scanned and up-loaded in the collaboration folder.

* 1. You are requested to upload the documents indicated in the eligibility criteria.
  2. General Data in respect of your company as per Annexure “A‟
  3. Undertaking as per Annexure “B‟
  4. Undertaking as per Annexure “C‟
  5. Annexure “D” : special terms and conditions for GST

**Note:**

* 1. **Technical bid will be opened first subject to receipt of original Demand Draft / Exemption Certificate for EMD**.
  2. **The Bidders must ensure that the documentary proofs to substantiate clauses given in this Tender, 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 Collaboration Folder). Offers with price details in technical bid (under part B) will not be considered and their offer will be rejected.**
  5. **BEML reserves the right to seek clarifications/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.**

# 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 price condition tab in SRM. Kindly quote unit rate per item on SRM platform.

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 taxes can be selected from the dropdown box. In case any applicable taxes 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.

**Annexure –‘A’**

**TENDER No: 6300038195 Date: 02.01.2023**

**DETAILS TO BE PROVIDED BY THE PARTICIPATING ORGANIZATION**

**PART- I**

General Data in respect of your Company (i.e. Company profile). Please upload the supporting documents with respect to all points (Sl. No. 1 to 8):

|  |  |  |
| --- | --- | --- |
| **Sl.**  **No.** | **Description** | **Details**  **(To upload Documentary proof)** |
| 1 | Name of the Organization |  |
| 2 | Name of the owner of the Organization. The name and address along with seal of the authorized representative of the Service Provider who will be interacting in future has to be furnished together with their contact number. |  |
| 3 | Address of the Organization with E-mail ID |  |
| 4 | Postal address for correspondence (With name of the Contact Person) with telephone/Mobile No and email ID. |  |
| 5 | GST registration Number with date, allotted by tax authorities with a copy of GST Registration Certificate. | Upload the GST Certificate |
| 6 | TIN/ PAN details of the Organization with a copy of TIN / PAN card / form. The participating Organization shall must have digital signature to participate in e-tender(e-mode). | Upload Pan Certificate |
| 7 | Bank account numbers with Banker‟s Name, Address & Contact Number: | Bank account number:  Bank Name:  IFSC Code:  Address: |
| 8 | Organization profile (Main Business details, Overall Organizational Structure, India Offices) |  |

**NOTE :**

**All supporting Data & Document must be Complete, clear, legible (without any masking/hiding) for Technical Committee Evaluation Process.**

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

Signature with date of Authorized signatory

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Firm’s Seal:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TENDER No: 6300038195 Date: 02.01.2023**

**Annexure - B**

# UNDERTAKING

This is to certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of the Service Provider) 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.

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

Signature with date of Authorized signatory

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Firm’s Seal:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TENDER No: 6300038195 Date: 02.01.2023**

**Annexure - C**

**Undertaking**

To:

The General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

Having examined the Bid #**: 6300038195** dated 02.01.2023 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 at the time of bidding.

Signature with date of Authorized signatory

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Firm’s Seal:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TENDER No: 6300038195 Date: 02.01.2023**

**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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Kindly Note:**

1. If taxes are not mentioned separately in the item data/bidders remarks, it will be considered as the price quoted is inclusive of GST.
2. 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.
3. If payment terms is not mentioned in the bidders remarks, it will be considered as per terms and conditions of the tender enquiry

Note: You are requested to quote the rates item wise as per **Annexure 1** and L1 will be consider on the lowest price. L2, L3 and L4 will be requested to match up the L1 Price and the contract will be awarded on prorate basis for all the vendors.

**NOTE: ONLY BANGALORE BASED VENDORS ARE REQUESTED TO BID AND NON OTHER BANGALORE BASED VENDORS WILL BE DISQUALIFIED.**